

Exhibit A



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21SL-CC04272 - SHEILA THOMPSON ET AL V NETFLIX, INC. (E-CASE)

Case Header	Parties & Attorneys	Docket Entries	Charges, Judgments & Sentences	Service Information	Filings Due	Scheduled Hearings & Trials	Civil Judgments	Garnishments/ Execution
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 Sort Date Entries: ☐ Descending ☒ Ascending

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09/13/2021

Judge Assigned

DIV 8

Pet Filed in Circuit Ct

Petition; Exhibit A to Petition; Exhibit B to Petition; Exhibit C to Petition; Exhibit D to Petition; Exhibit E to Petition; Exhibit F to Petition; Exhibit G to Petition; Exhibit H to Petition; Exhibit I to Petition.

Filed By: EARL ROBERT SCHULTZ III**On Behalf Of:** SHEILA THOMPSON, DENNIS THOMPSON**Filing Info Sheet eFiling****Filed By:** EARL ROBERT SCHULTZ III**Summons Issued-Circuit**

Document ID: 21-SMCC-8210, for NETFLIX, INC.. Summons Attached in PDF Form for Attorney to Retrieve from Secure Case.Net and Process for Service.

09/20/2021

Corporation Served

Document ID - 21-SMCC-8210; Served To - NETFLIX, INC.; Server - CT CORP; Served Date - 20-SEP-21; Served Time - 00:00:00; Service Type - Territory 30; Reason Description - Served; Service Text - LC

IN THE ST. LOUIS COUNTY CIRCUIT COURT
STATE OF MISSOURI

SHEILA THOMPSON
and DENNIS THOMPSON,
Plaintiffs,

VS.

NETFLIX, INC.

Serve registered agent:
C T Corporation System
120 South Central Avenue
Clayton, Missouri 63105

Division _____

JURY TRIAL DEMANDED

Case No. _____

PETITION

For their petition against Defendant, Plaintiffs Sheila and Dennis Thompson allege and state:

1. Plaintiffs Sheila and Dennis Thompson are married, are American citizens, and are citizens and residents of Missouri.
2. Plaintiffs for many years have had an account with Netflix, Inc.
3. Defendant Netflix, Inc. (“Netflix”) is a Delaware corporation with its principal place of business located in California. Netflix is registered to do business in Missouri with its registered agent located in Clayton, Missouri.
4. Defendant contends and has applied to Plaintiffs and to all other American subscribers that all of them agreed to the Terms and Conditions as set forth in Exhibits A, B, C, D, E, F, G, H, and I (true and accurate copies of which are attached to this amended petition.
5. Defendant contends that each of the attached Terms and Conditions, Exhibits A-I, are valid and enforceable contract terms accepted and agreed to by Plaintiffs and all other Netflix customers and binding upon Plaintiffs and all other Netflix customers.

6. Netflix required Plaintiffs and all of the proposed class to accept terms and Conditions of Netflix.

7. The Netflix Terms and Conditions marked as Exhibit A, purport to impose many onerous conditions upon Plaintiffs and all other Netflix customers.

8. For instance, the Netflix Terms and Conditions, purport to impose the following upon Plaintiffs and all other Netflix customers:

A. Netflix may change and increase charges for services upon Plaintiffs and all other Netflix customers at Netflix's discretion;

B. Netflix does not allow refunds to Plaintiffs and all other Netflix customers;

C. Netflix does not allow Plaintiffs and all other Netflix customers to use Netflix's services or content for commercial use and limit the devices Plaintiffs and all other Netflix customers may use to view Netflix's content;

D. Netflix disclaims warranties to Plaintiffs and Netflix's other customers;

E. Netflix purports to have Plaintiffs and other customers waive their right to pursue a class action against Netflix;

F. Netflix purports to require Plaintiffs and other customers agree to arbitrate any dispute against Netflix;

G. Netflix states that it may use any ideas or information provided by Plaintiffs and all other customers; and,

H. Netflix may change the Terms and Conditions.

9. Netflix tells each of its customers that they have agreed to and are bound by the Terms and Conditions and that the Terms and Conditions are enforceable against the customers.

10. Each of the Terms and Conditions asserted by Netflix, Exhibit A-I, specifically state that Netflix has the power and authority to change and modify any or all of the Terms and Conditions.

11. Netflix's Terms and Conditions are not enforceable and are not a contract binding Plaintiffs and Netflix's other customers because Netflix purported to grant itself the power to amend and change the Terms and Conditions which renders any agreement illusory and invalid.

12. Netflix's use, assertion, representations, and publication of its Terms and Conditions constitutes a deception, fraud, misrepresentation, and also constitutes the concealment, suppression, of a material fact (as the Terms And Conditions are invalid and not enforceable).

13. Plaintiffs and all other Netflix subscribers purchased services and content from Netflix and paid monies to Netflix purportedly subject to Netflix's invalid Terms and Conditions, for personal, family, or household purposes, and paid monies to Netflix which comprise an ascertainable loss of money, and the losses were a result of an action of Netflix which had been declared unlawful by §407.020 R.S.Mo. and other states' consumer protection laws.

14. Plaintiffs and all other Netflix subscribers purchased services and content from Netflix and paid monies to Netflix purportedly subject to Netflix's invalid Terms and Conditions.

15. Plaintiffs and Netflix's other customers reasonably relied upon Netflix's alleged wrongful acts and have suffered losses of money paid to Netflix, and emotional distress and inconvenience damages caused by Netflix's alleged wrongful acts.

16. There is a justiciable controversy concerning the validity and enforceability of Netflix's Terms and Conditions, there are legally protectible interests at stake, the controversy is ripe for determination, and, pleading in the alternative, there is an inadequate remedy at law.

17. Pursuant to the Missouri Merchandising Practices Act and the consumer protection laws of other states, Plaintiffs seeks a declaratory judgment that Netflix's Terms and Conditions are invalid and unenforceable.

18. Pleading in the alternative, Netflix's assertion, enforcement, and publication of its Terms and Conditions causes irreparable harm, and there is a lack of an adequate remedy at law, and the balance of the equities favor the equitable remedy sought.

19. All conditions precedent to Plaintiffs bringing and prevailing on this claim have been satisfied.

20. The proposed class is all customers of Netflix from 5 years ago to the date of judgment.

21. Plaintiffs' claims and the claims of the proposed class are based on the same legal theories and arise from the same unlawful conduct, resulting in the same injury to Plaintiff and members of the proposed class.

22. Questions of law and fact common to the Class include:

a. Whether Netflix's Terms and Conditions are invalid and unenforceable because Netflix reserved the right to unilaterally change the Terms and Conditions; and,

b. What is the measure of damages for Netflix's invalid Terms and Conditions;

c. Whether the measure of damages for Defendant's breaches of contract is the return or refund of the fees paid; and,

d. Whether a declaratory judgment and/or an injunction should be issued to stop Netflix from asserting, publishing, or enforcing the Terms and Conditions.

23. Plaintiffs will fairly and adequately represent the proposed Class.

24. Plaintiffs have retained counsel experienced in the prosecution of class actions.

25. Plaintiffs are committed to vigorously prosecuting the claims presented in this complaint.

26. Neither Plaintiffs nor Plaintiffs' counsel have any interests adverse or in conflict with the absent class members.

27. The questions of law and fact common to the members of the Class predominate over any questions of fact affecting any individual member of the Class.

28. A class action is superior to other methods for the fair and efficient adjudication of this controversy and is specifically authorized by §407.025 R.S.Mo. and the consumer protection laws of the other states.

29. Because the actual damages suffered by the individual class members may be relatively small compared to the expense and burden of litigation, it is impracticable and economically infeasible for the Class members to seek redress individually.

30. All conditions precedent to Plaintiff and the class prevailing on this claim have been satisfied.

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, demands judgment in its favor and against Defendant as follows:

- a. certify this action as a class action and appoint Plaintiff as Class representative;
- b. appoint the undersigned counsel as Class counsel;
- c. award actual damages consisting of a refund of the amounts paid by member of the class and/or whatever damages are fair and reasonable;
- d. award reasonable attorney fees for bringing and prosecuting this action

- e. award Plaintiffs an incentive award for their efforts expended on behalf of the Class and other relevant factors;
- f. award Plaintiffs prejudgment interest and taxable costs;
- g. Enter a declaratory judgment that Netflix's Terms and Conditions are invalid, void, and unenforceable,
- h. Enter an injunction against Netflix ordering Netflix to stop using, asserting, representing, and publishing its Terms and Conditions, and,
- g. Grant Plaintiffs all other relief deemed just and proper.

SCHULTZ & ASSOCIATES LLP

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Attorneys for Plaintiff

PLAINTIFF DEMANDS TRIAL BY JURY ON ALL CLAIMS AND ISSUES SO TRIABLE

Netflix Terms of Use

Netflix provides a personalized subscription service that allows our members to access movies and TV shows ("Netflix content") streamed over the Internet to certain Internet-connected TV's, computers and other devices ("Netflix ready devices").

You have accepted these Terms of Use, which govern your use of our service. Personally identifying information is subject to our Privacy Statement, the terms of which are incorporated herein. Please review our Privacy Statement to understand our practices.

As used in these Terms of Use, "Netflix service", "our service" or "the service" means the personalized service provided by Netflix for discovering and watching Netflix content, including all features and functionalities, recommendations and reviews, the website, and user interfaces, as well as all content and software associated with our service.

YOU AGREE TO THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER DESCRIBED IN SECTION 7 TO RESOLVE ANY DISPUTES WITH NETFLIX (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT).

1. Membership

1.1. Your Netflix membership will continue and automatically renew until terminated. To use the Netflix service you must have Internet access and a Netflix ready device and provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time and which may include payment through your account with a third party. You must cancel your membership before it renews in order to avoid billing of the membership fees for the next billing cycle to your Payment Method (see "Cancellation" below).

1.2. We may offer a number of membership plans, including special promotional plans or memberships offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. Some membership plans may have differing conditions and limitations, which will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your Netflix membership by visiting our website and clicking on the "Account" link.

2. Free Trials

2.1. Your Netflix membership may start with a free trial. The duration of the free trial period of your membership lasts will be specified during sign-up and is intended to allow new and certain former members to try the service.

2.2. Free trial eligibility is determined by Netflix at its sole discretion and we may limit eligibility or

Exhibit A

duration to prevent free trial abuse. We reserve the right to revoke the free trial and put your account on hold in the event that we determine that you are not eligible. Members of households with an existing or recent Netflix membership are not eligible. We may use information such as device ID, method of payment or an account email address used with an existing or recent Netflix membership to determine eligibility. For combinations with other offers, restrictions may apply.

2.3. We will charge the membership fee for your next billing cycle to your Payment Method at the end of the free trial period and your membership will automatically renew unless you cancel your membership prior to the end of the free trial period. To view the applicable membership price and end date of your free trial period, visit our website and click the "Billing details" link on the "Account" page.

3. **Billing and Cancellation**

3.1. Billing Cycle. The membership fee for the Netflix service any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged to your Payment Method on the specific billing date indicated on your "Account" page. The length of your billing cycle will depend on the type of subscription that you choose when you sign-up for the service. Membership fees are fully earned upon payment. In some cases your payment date may change, for example if your Payment Method has not successfully settled or if your paid membership began on a day not contained in a given month. Visit our website and click on the "Billing details" link on the "Account" page to see your next payment date. We may authorize your Payment Method in anticipation of membership or service-related charges through various methods, including authorizing it up to approximately one month of service as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization during your free trial period.

3.2. Payment Methods. To use the Netflix service you must provide one or more Payment Methods. You authorize us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Check with your Payment Method service provider for details.

3.3 Updating your Payment Methods. You can update your Payment Methods by going to the "Account" page. We may also update your Payment Methods using information provided by the payment service providers. Following any update, you authorize us to continue to charge the applicable Payment Method(s).

3.4. Cancellation. You can cancel your Netflix membership at any time, and you will continue to have

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access to the Netflix service through the end of your billing period. To cancel, go to the "Account" page on our website and follow the instructions for cancellation. If you cancel your membership, your account will automatically close at the end of your current billing period. To see when your account will close, click "Billing details" on the "Account" page. If you signed up for Netflix using your account with a third party as a Payment Method and wish to cancel your Netflix membership, you may need to do so through that third party, for example by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from the Netflix service through that third party. You may also find billing information about your Netflix membership by visiting your account with the applicable third party.

3.5. Changes to the Price and Subscription Plans. We reserve the right to change our subscription plans or adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes or changes to your subscription plan will take effect following notice to you.

3.6. No Refunds. Payments are nonrefundable and there are no refunds or credits for partially used periods. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

4. **Netflix Service**

4.1. You must be 18 years of age, or the age of majority in your province, territory or country, to become a member of the Netflix service. Individuals under the age of 18, or applicable age of majority, may utilize the service only with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms of Use.

4.2. The Netflix service and any content viewed through our service are for your personal and non-commercial use only and may not be shared with individuals beyond your household. During your Netflix membership, we grant you a limited, non-exclusive, non-transferable right to access the Netflix service and view Netflix content through the service. Except for the foregoing, no right, title or interest shall be transferred to you. You agree not to use the service for public performances.

4.3. You may view Netflix content primarily within the country in which you have established your account and only in geographic locations where we offer our service and have licensed such content. The content that may be available to watch will vary by geographic location and will change from time to time. The number of devices on which you may simultaneously watch depends on your chosen subscription plan and is specified on the "Account" page.

4.4. The Netflix service, including the content library, is regularly updated. In addition, we continually test various aspects of our service, including but not limited to our website, user interfaces, promotional features and availability of Netflix content. You can turn off tests participation at any time by visiting the "Account" page and changing the "Test participation" settings.

4.5. Some Netflix content is available for temporary download and offline viewing on certain supported devices ("Offline Titles"). Limitations apply, including restrictions on the number of Offline Titles per account, the maximum number of devices that can contain Offline Titles, the time period within which you will need to begin viewing Offline Titles and how long the Offline Titles will remain accessible. Some Offline Titles may not be playable in certain countries and if you go online in a country where you would not be able to stream that Offline Title, the Offline Title will not be playable while you are in that country.

4.6. You agree to use the Netflix service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein. Except as explicitly authorized in these Terms of Use, you agree not to archive, download, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use content and information contained on or obtained from or through the Netflix service. You also agree not to circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Netflix service; use any robot, spider, scraper or other automated means to access the Netflix service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Netflix service; insert any code or product or manipulate the content of the Netflix service in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Netflix service, including any software viruses or any other computer code, files or programs. We may terminate or restrict your use of our service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service.

4.7. The quality of the display of the Netflix content may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. HD, Ultra HD and HDR availability is subject to your Internet service and device capabilities. Not all content is available in all formats, such as HD, Ultra HD or HDR and not all plans allow you to receive content in all formats. Default playback settings on cellular networks exclude HD, Ultra HD and HDR content. The minimum connection speed for SD quality is 0.5 Mbps; however, we recommend a faster connection for improved video quality. A download speed of at least 5.0 Mbps per stream is recommended to receive HD content (defined as a resolution of 720p or higher). A download speed of at least 25.0 Mbps per stream is recommended to receive Ultra HD (defined as a resolution of 1080p or higher) and HDR content. You are responsible for all Internet

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access charges. Please check with your Internet provider for information on possible Internet data usage charges. Netflix makes no representations or warranties about the quality of your watching experience on your display. The time it takes to begin watching Netflix content show will vary based on a number of factors, including your location, available bandwidth at the time, the Netflix content you have selected and the configuration of your Netflix ready device.

4.8. Netflix software may solely be used for authorized streaming and viewing of content from Netflix through Netflix ready devices. This software may vary by device and medium, and functionalities may also differ between devices. By using our service, you agree to receive, without further notice or prompting, updated versions of the Netflix and related third-party software. If you do not accept the foregoing terms, do not use our service.

4.9. By using our service, you agree to look solely to the entity that manufactured and/or sold you the Netflix ready device for any issues related to the device and its compatibility with the Netflix service. We do not take responsibility or otherwise warrant the performance of Netflix ready devices, including the continued compatibility with our service. If your Netflix ready device is sold, lost or stolen, please deactivate the Netflix ready device. If you fail to log out or deactivate your device, subsequent users may access the Netflix service through your account and may be able to access certain of your account information. To deactivate a device, follow instructions on the "Account" page of our website.

5. **Passwords and Account Access.** The member who created the Netflix account and whose Payment Method is charged (the "Account Owner") has access and control over the Netflix account and the Netflix ready devices that are used to access our service and is responsible for any activity that occurs through the Netflix account. To maintain control over the account and prevent anyone from accessing the account (which could include information on viewing history for the account), the Account Owner should maintain control over the Netflix ready devices that are used to access the service and not reveal the password or details of the Payment Method associated to the account to anyone. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account. We can terminate your account or place your account on hold in order to protect you, Netflix or our partners from identity theft or other fraudulent activity. Netflix is not obligated to credit or discount a membership for holds placed on the account by either a representative of Netflix or by the automated processes of Netflix.

6. **Disclaimers of Warranties and Limitations on Liability**

6.1. THE NETFLIX SERVICE AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE NETFLIX SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. NETFLIX DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE NETFLIX SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. NETFLIX SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF APPLICATIONS, NETFLIX READY DEVICES, AND NETFLIX SOFTWARE (INCLUDING THEIR CONTINUING COMPATIBILITY WITH

6.2. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL NETFLIX, OR ITS SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER.

6.3. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

6.4. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

7. Arbitration Agreement

7.1. If you are a Netflix member in the United States (including its possessions and territories), you and Netflix agree that any dispute, claim or controversy arising out of or relating in any way to the Netflix service, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award and nothing in this Arbitration Agreement shall be interpreted as limiting any non-waivable statutory rights. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Netflix are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your Netflix membership.

7.2. If you elect to seek arbitration or file a small claim court action, you must first send to Netflix, by certified mail, a written Notice of your claim ("Notice"). The Notice to Netflix must be addressed to: General Counsel, Netflix, Inc., 100 Winchester Circle, Los Gatos, CA 95032-1815 ("Notice Address"). If Netflix initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by Netflix, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Netflix and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Netflix may commence an arbitration proceeding or file a claim in small claims court.

7.3. You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If you are required to pay a filing fee, after Netflix receives notice at the Notice Address that you have commenced arbitration, Netflix will reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event you will be responsible for filing fees.

7.4. The arbitration will be governed by the Commercial Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless Netflix and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence. The arbitrator's award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law.

7.5. If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision explaining the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Netflix's last written settlement offer made before an arbitrator was selected (or if Netflix did not make a settlement offer before an arbitrator was selected), then Netflix will pay you the amount of the award or US\$5,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

7.6. YOU AND NETFLIX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Netflix agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

8. **DVD Plans.** If you are a Netflix member on a DVD plan, the DVD Terms and Conditions also apply to your use of the Netflix service.

9. **Miscellaneous**

9.1. Governing Law. These Terms of Use shall be governed by and construed in accordance with the laws of the state of Delaware, U.S.A. without regard to conflict of laws provisions. These terms will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your state of residence.

9.2. Unsolicited Materials. Netflix does not accept unsolicited materials or ideas for Netflix content, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to Netflix. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against Netflix and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the material or idea you sent.

9.3. Feedback. Netflix is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to questionnaires or through postings to the Netflix service, including the Netflix website and user interfaces, worldwide and in perpetuity without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Netflix service. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law.

9.4. Customer Support. To find more information about our service and its features, or if you need assistance with your account, please visit the Netflix Help Center on our website. In certain instances, Customer Service may best be able to assist you by using a remote access support tool through which we have full access to your computer. If you do not want us to have this access, you should not consent to support through the remote access tool, and we will assist you through other means. In the event of any conflict between these Terms of Use and information provided by Customer Service or other portions of our website, these Terms of Use will control.

9.5. Survival. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

9.6. Changes to Terms of Use and Assignment. Netflix may, from time to time, change these Terms of Use. Such revisions shall be effective immediately; provided however, for existing members, such revisions shall, unless otherwise stated, be effective 30 days after posting. We may assign our agreement with you to any affiliated company or to any entity that succeeds to all or substantially all of our business or assets related to the applicable Netflix service.

9.7. Communication Preferences. We will send you information relating to your account (e.g. payment authorizations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Last Updated: April 24, 2019

English ▼

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Terms of Use

Overview:

Welcome to Netflix. We are an online subscription service, providing our members with access to motion pictures, television and other audio visual entertainment ("movies & TV shows") streaming over the Internet to certain Internet-connected TV's, computers and other devices ("Netflix ready devices"). We've put together here some detailed terms and conditions. You should read and understand them as they govern your use of our service.

These Terms of Use provide that all disputes between you and Netflix will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the Arbitration Agreement below for the details regarding your agreement to arbitrate any disputes with Netflix.

These Terms of Use are also a resource for you to get a deeper understanding of how our service works, including the kinds of data we collect, the way we bill, how we interact with you and other useful details about our service. We encourage you to revisit these Terms of Use when you have a question about the service or want to know how something works. For your convenience, we've indexed the Terms of Use so as to help you more easily navigate and access areas of interest. We hope you enjoy your Netflix experience.

Please note that these Terms of Use include embedded hyperlinks that may be accessed only through our website, so if you are reviewing these Terms of Use through certain Netflix ready devices (for example, game consoles or Internet enabled televisions), you may need to visit the website to review these additional hyperlinked terms.

- | | |
|------------------------------------------|---------------------------------------------|
| * Acceptance of Terms of Use | * Account Access; Identity Protection |
| * Changes to Terms of Use | * Disclaimers of Warranties and Limitations |
| * Privacy and Communications Preferences | on Liability |
| * Membership and Billing | * Intellectual Property |
| o Free Trials | * Entertainment and Service Content |
| o Billing | * Use of Information Submitted |
| o Ongoing Membership | * Service Testing |
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Acceptance of Terms of Use

These Terms of Use, which include our Privacy Policy and End User License Agreement ("EULA") govern your use of the Netflix service, including all features and functionalities, instant streaming, our website and user interfaces, and all content and software associated therewith (the "Netflix service" or "service"). By using, visiting, or browsing the Netflix service, you accept and agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, you should not use the Netflix service, including our website and user interfaces.

These Terms of Use govern your use of the Netflix service and you should read them carefully. The Netflix service is provided by Netflix, Inc., or one of its affiliated companies. The Netflix company that is providing the service to you (referred to as "Netflix" in these Terms of Use) and with whom you are entering into this agreement, depends on the country from which you sign up for the Netflix service. Click [here](#) to see the Netflix company currently serving your region. Check back as the service provider may change from time to time.

Changes to Terms of Use

Netflix reserves the right, from time to time, with or without notice to you, to change these Terms of Use, including the Privacy Policy and EULA, in our sole and absolute discretion. The most current version of these Terms of Use can be reviewed by visiting our website and clicking on "Terms of Use" located at the bottom of the pages of the Netflix website. The most current version of the Terms of Use will supersede all previous versions. We will endeavor to post prior version(s) on our website when the Terms of Use are updated. You can see changes from previous versions of the Terms of Use that we have posted by visiting our website and clicking [here](#).

Privacy and Communications Preferences

Any personally identifying information submitted through the Netflix service is subject to our Privacy Policy, the terms of which are incorporated herein. Please review our Privacy Policy to understand our practices. The date of any changes to our Privacy Policy will be noted at the bottom of the policy. By using our service, you are consenting to receive certain communications from us. For example, Netflix may send you newsletters about new Netflix features, special offers, promotional announcements and customer surveys via email or other methods. If you no longer want to receive the newsletters, other promotional announcements or non-transactional communications, simply use your account name and password to access the "Manage mailing preferences" link on the "Your Account" page and uncheck those items to unsubscribe or click on the unsubscribe link in our email communications. Please review our Privacy Policy for further detail on our marketing communications. You can also find the unsubscribe instructions [there](#).

By using the Netflix service, you consent to receiving electronic communications from Netflix. These communications will include notices about your account (e.g., change in password or Payment Method, confirmation e-mails and other transactional information) and information concerning or related to our service. These communications are part of your relationship with Netflix and you receive them as part of the Netflix membership. You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Membership and Billing

You can find the specific details regarding your membership with Netflix at anytime by visiting our website and clicking on the "Your Account" link.

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Free Trials

Your Netflix membership may start with a free trial. The free trial period of your membership lasts for one month, or as otherwise specified during sign-up. Free trials may not be combined with any other offers. If you or another member of your household has been a Netflix member within the last 12 months, you are not eligible to receive a free trial. You must have Internet access and a current valid credit card or debit card, or other accepted payment method ("Payment Method") to use our service.

We will begin billing your Payment Method for monthly membership fees at the end of the free trial period of your membership unless you cancel prior to the end of the free trial period. To view the specific details of your membership, including monthly membership price and end date of your free trial period, visit our website and click the "Membership Terms and Details" link on the "Your Account" page. Your Payment Method will be authorized for up to approximately one month of service as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization; however, no charges will be made against the Payment Method unless you do not cancel prior to the end of your free trial period. You will not receive a notice from us that your free trial period has ended or that the paying portion of your membership has begun. If YOU CANCEL PRIOR TO THE END OF YOUR FREE TRIAL, THERE WILL BE NO CHARGES TO YOUR PAYMENT METHOD. CLICK THE "YOUR ACCOUNT" LINK AT THE TOP OF ANY NETFLIX WEB PAGE FOR CANCELLATION INSTRUCTIONS. We will continue to bill your Payment Method on a monthly basis for your membership fee until you cancel. You may cancel your membership at anytime; however, there are no refunds or credits for partially used periods.

We may offer a number of membership plans, including special promotional plans or memberships with different limitations. Some of these promotional memberships are offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered membership plans. Unless otherwise stated differently, month or monthly refers to your billing cycle (See "Billing" below).

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Billing

By starting your Netflix membership, you are expressly agreeing that we are authorized to charge you a monthly membership fee at the then current rate, and any other charges you may incur in connection with your use of the Netflix service to the Payment Method you provided during registration (or to a different Payment Method if you change your account information). Please note that prices and charges are subject to change with notice. As used in these Terms of Use, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method. The membership fee will be billed at the beginning of the paying portion of your membership and each month thereafter unless and until you cancel your membership. Visit our website and click on the "Membership Terms and Details" link on the "Your Account" page to see the commencement date for your next renewal period. We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your paying membership. Membership charges are fully earned upon payment. In the event your paying membership began on a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you started your Netflix membership or became a paying member on January 31st, your next payment date is February 28th and your Payment Method would be billed on that date. You acknowledge that the amount billed each month may vary from month to month for

reasons that may include differing amounts due to promotional offers, and you authorize us to charge your Payment Method for such varying amounts. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or related charges. Check with your bank and credit card issuers for details.

If you are eligible, and have signed up for a free trial, your Payment Method will be authorized for up to approximately one month of service during free trials; however, no charges will be made against the Payment Method unless you do not cancel prior to the end of your free trial period. We may also periodically authorize your card in anticipation of membership or related charges. Membership fees and charges are fully earned upon payment. PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes by email. If you want to use a different Payment Method or if there is a change in Payment Method, such as your credit card validity or expiration date, you may edit your Payment Method information by visiting our website and clicking on the "Your Account" link, available at the top of the pages of the Netflix website. If your Payment Method reaches its expiration date and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you authorize us to continue billing that Payment Method and you remain responsible for any uncollected amounts.

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Ongoing Membership

Your Netflix membership, which may start with a free trial portion, will continue month- to-month unless and until you cancel your membership or we terminate it. You must cancel your membership before it renews each month in order to avoid billing of the next month's membership fees to your Payment Method. We will bill the monthly membership fee to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information). Membership fees are fully earned upon payment.

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Cancellation

You may cancel your Netflix membership at any time. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH MEMBERSHIP PERIODS OR UNWATCHED MOVIES OR TV SHOWS. To cancel, visit our website and click on "Cancel Membership" on the "Your Account" page and follow the instructions for cancellation under the heading "Cancel Membership."

Right to Terminate

We reserve the right to terminate or restrict your use of our service, without notice, for any or no reason whatsoever.

How Our Streaming Service Works

Netflix is an online subscription service providing its members with access to movies & TV shows streaming over the Internet to Netflix ready devices. These devices are manufactured and sold by

entities other than Netflix. To see partners who offer Netflix ready devices you may use to access our service, click [here](#).

We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we operate our service. Any description of how our service works should not be considered a representation or obligation with respect to how the service will always work. We are constantly making adjustments to our service and often these adjustments are not completely captured within these Terms of Use.

Availability. The availability of movies & TV shows to instantly watch will change from time to time. The quality of the display of the streaming movies & TV shows may vary from computer to computer, and device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. Netflix streams a little bit of data as a buffer each time you start a movie or TV show. Frequently starting and stopping movies & TV shows will result in a minor increase to the amount of data Netflix streams to you per hour. In most cases this will be less than a few minutes worth. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. Netflix makes no representations or warranties about the quality of your instant watching experience on your display. You may change the video quality of your instant watching experience by going into the "Your Account" link on the website.

For certain membership plans in the United States with limited hours of instant watching, any unused instant watching time will not roll-over to your next period or otherwise accumulate. If you reach your watch instantly limit while a selected movie or TV show is playing, you are able to complete that movie or TV show provided that you continuously watch it to completion. The number of movies & TV shows you are able to watch instantly during each billing period depends on the length of each movie or TV show you select and whether you watch them to completion. Any repeated instant watching of a movie or TV show, in whole or in part, will count towards your total watch instantly time.

Start Time: The time it takes to begin watching a movie or TV show instantly will vary based on a number of factors, including your location, available bandwidth at the time, the movie or TV show you have selected and the configuration of your Netflix ready device. For example, high-speed action scenes or special effects at the opening of a movie or TV show may slightly delay its start time. In addition, you must be connected to the Internet throughout the watch instantly experience.

Personal Computer Requirements and Device Limitations: To enjoy watching instantly via your personal computer, your equipment must satisfy certain system requirements. Click [here](#) to view the various system requirements. To see partners who offer Netflix ready devices you may use to access our service, click [here](#). **YOU MAY INSTANTLY WATCH ON UP TO SIX UNIQUE AUTHORIZED NETFLIX READY DEVICES. YOU WILL BE ALLOWED TO INSTANTLY WATCH SIMULTANEOUSLY ON ONLY ONE SUCH DEVICE AT ANY GIVEN TIME.** For certain membership plans in the United States, you may instantly watch simultaneously on more than one Netflix ready device within your household. Click [here](#) to view the number of devices on which you may simultaneously view movies & TV shows that are associated with your plan. The number of devices and concurrent streams may change without notice to you. For certain limited membership plans in the United States, your available Netflix ready device may be limited to personal computers.

Geographic Limitation: You may instantly watch a movie or TV show through the Netflix service only in geographic locations where we offer our service. The content that may be available to watch will vary by geographic location. Netflix will use technologies to verify your geographic location.

Netflix streaming software: Netflix streaming software is developed by, or for, Netflix and is designed to enable instant streaming of content from Netflix through Netflix ready devices. This software may vary by device and medium, and functionalities may also differ between devices. For example, this software may be embedded in a Netflix ready device or we may offer this software to be downloaded onto a device such as the Apple iPad, or the software may also be available on an optical media disc to be inserted into disc drives of certain devices. This software is licensed to you by Netflix pursuant to these Terms of Use and solely for the purpose of using the Netflix service and for no other purpose whatsoever. WE DO NOT WARRANT THE PERFORMANCE OF THIS SOFTWARE, INCLUDING ITS CONTINUING COMPATIBILITY WITH OUR SERVICE. Please refer to the Disclaimers of Warranties and Limitations of Liability set forth in these Terms of Use. You may not copy or reproduce the software nor may you decompile, reverse engineer, disassemble, modify or creative derivative works of any of the software, or any portion thereof. Any unauthorized use of the software is strictly prohibited and Netflix reserves the right to not provide the software (including updates) to you at any time and to discontinue the ability to access the Netflix service through such software at any time, without prior or any notice.

END USER LICENSE AGREEMENT: BY USING OUR SERVICE, YOU ACKNOWLEDGE AND AGREE (1) TO THE NETFLIX SOFTWARE END USER LICENSE AGREEMENT FOUND HERE AS SUCH MAY BE AMENDED OR ADDED TO FROM TIME TO TIME AND (2) TO RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE NETFLIX AND RELATED THIRD-PARTY SOFTWARE. IF YOU DO NOT ACCEPT THE FOREGOING TERMS, DO NOT USE OUR SERVICE.

We do not warrant that any of the software used and or licensed in connection with our service will be compatible with other third party software nor do we warrant that operation of our service and the associated software will not damage or disrupt other software or hardware. In addition, Netflix ready devices are manufactured and sold by entities other than Netflix. A Netflix ready device is any electronics equipment that is authorized to decode and capable of decoding movies & TV shows that are transmitted over the Internet by Netflix. These devices may include mobile devices, stand alone set-top boxes, Internet connected Blu-ray DVD players, Internet-connected HDTVs, and game consoles. AS SUCH, WE DO NOT TAKE RESPONSIBILITY OR OTHERWISE WARRANT THE PERFORMANCE OF THESE DEVICES, INCLUDING THE CONTINUING COMPATIBILITY OF THE DEVICE WITH OUR SERVICE. By using our service, you agree to look solely to the entity that manufactured and/or sold you the device for any issues related to the device and its compatibility with the Netflix service. Any issues related to our service, including any system requirements, are covered and limited by these Terms of Use. Please refer to the Disclaimers of Warranties and Limitations of Liability set forth in these Terms of Use.

In response to requests from content providers, or due to technical limitations, or for any reason in our sole and absolute discretion, and without prior notice to you, some or all movies & TV shows may not be watched, or may cease to be available for watching instantly, through our service on some Netflix ready devices.

Features & Functionality

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Social Media

For members in certain countries, you can connect your Netflix account to Facebook. If you choose to connect, you'll be able to take advantage of various social features we will be creating as part of the Netflix service, as well as features available on Facebook. These features will be designed to share information with others - the essence of social media. For example, your friends and others who have access to view information about you on Facebook will be able to see (on Facebook and on Netflix) that you're a Netflix member as well as what you've watched, rated, and other information about your use of the Netflix service. You'll also be able to see similar information about your Facebook friends who are connected with Netflix. In addition, Netflix may personalize and otherwise enhance your experience based on your Facebook information, such as your basic information, and "Likes." Please pay careful attention to your Facebook Connect settings in "Your Account" as well as your Privacy Settings in Facebook which will impact this feature and may give you some control over the information that is shared and who it is shared with. Also, please see our Privacy Policy to learn more about the scope, extent and uses of information we gather.

Please note that only one Facebook account can be connected to each Netflix account. All Netflix account activity will be posted automatically to the Facebook account that is connected to Netflix. If you have authorized more than one member of your household to use your Netflix account, it is possible that their Netflix activity may be posted to your Facebook account or be visible to your Facebook friends using the Netflix service.

While we hope that you find the Facebook Connect feature to be a great way to share information, including discovering new movies & TV shows, you may nonetheless disconnect your accounts at any time by clicking on the "Your Account" link, selecting the "Manage Facebook Connect" link (located in the Preferences section) and then selecting "Disconnect." Facebook may also offer ways to manage the information you share with Netflix. See the Facebook website for details.

BY CONNECTING YOUR NETFLIX ACCOUNT TO YOUR FACEBOOK ACCOUNT, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE CONSENTING TO THE CONTINUOUS RELEASE OF INFORMATION ABOUT YOU TO OTHERS, INCLUDING TO FACEBOOK (IN ACCORDANCE WITH YOUR PRIVACY SETTINGS ON FACEBOOK AND YOUR ACCOUNT SETTINGS ON NETFLIX). IF YOU DO NOT WANT INFORMATION ABOUT YOU, INCLUDING INFORMATION SUCH AS YOUR MOVIE & TV SHOW ACTIVITY, TO BE SHARED IN THIS MANNER, DO NOT USE THE FACEBOOK CONNECT FEATURE. We and Facebook are continually making changes and improvements to this feature, and therefore the available features and information that is shared may change from time to time. These changes may take place without notice to you and may not be described in these Terms of Use.

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Member Reviews

We permit you to post reviews of movies & TV shows available through the Netflix service. We do not regularly review the content posted on the Netflix website; however, we reserve the right to reject, remove or edit such content at anytime without notice. Reviews should not be posted that contain: harsh, profane or discriminatory language; illegal, obscene, threatening, defamatory or otherwise objectionable content; URLs, phone numbers, mailing or e-mail addresses, personal attacks on the movie's or TV show's creative personnel; misleading information regarding the origin of the content; or a discussion of Netflix policies or services. Please click on the "Reviews" link that appears on the Netflix website for a link to guidelines for writing and posting member reviews. You understand and agree that we may, but are not obligated to, review the content and may delete or remove it (without notice) in

our sole and absolute discretion, for any reason or no reason. Please also see "Use of Information Submitted" below.

WHEN YOU HAVE SUBMITTED A REVIEW, WE WILL DISPLAY YOUR RATING OF MOVIES & TV SHOWS AND YOUR CITY AND COUNTRY LOCATION GIVEN AT SIGN UP. BY SUBMITTING A REVIEW, YOU UNDERSTAND AND AGREE THAT YOU ARE CONSENTING TO THE RELEASE OF ALL INFORMATION PROVIDED IN YOUR REVIEW, INCLUDING YOUR RATING OF A MOVIE OR TV SHOW, AND YOUR CITY AND COUNTRY TO A PUBLIC FORUM, INCLUDING OTHER MEMBERS OF, AND VISITORS TO, THE NETFLIX SERVICE. IF YOU DO NOT WANT YOUR REVIEWS, CITY AND COUNTRY TO BE SHARED IN A PUBLIC FORUM, DO NOT USE THE REVIEW FEATURE.

Anyone who participates in the Review feature is automatically given an anonymous screen name ("nickname") and a generic avatar photo to represent them in public. You can update your screen name or photo/image avatar at any time, as often as desired, to identify yourself in connection with your account profile. We supply this pseudonym on your behalf so that any presented information is not personally identifiable. YOU ALWAYS HAVE THE OPPORTUNITY TO UPDATE THIS AUTOMATIC PSEUDONYM WITH A PSEUDONYM OF YOUR CHOICE, OR EVEN SUPPLY YOUR REAL NAME, BUT BY DOING SO YOU ARE CHOOSING TO DISCLOSE YOUR IDENTITY IN CONNECTION WITH YOUR REVIEWS AND RATINGS AND OTHER FORMS OF PERSONAL INFORMATION ON OUR WEB SITE.

In addition, photos or images that you choose to post to your profile must be owned entirely by you and cannot contain the images of, or owned by, any third party, and cannot be infringing, vulgar, obscene, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable. Like the content of your review itself, you understand and agree that we may, but are not obligated to, review any photos, images or pseudonyms you create and may delete or remove them (without notice) in our sole and absolute discretion, for any reason or no reason. Please also see "Use of Information Submitted" below.

If you no longer wish to have your reviews publicly posted, you may delete them by going into the "Your Account" link on the website and selecting "Reviews."

Use of the Reviews feature is for your personal, non-commercial use and is at your own option and risk.

The Reviews feature may change without notice to you and the degrees of associated information sharing and functionality may also change without notice.

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Passwords

The member who created the Netflix account and whose Payment Method is charged is referred to here as the Account Owner. The Account Owner has access and control over the Netflix account. The Account Owner's control is exercised through use of the Account Owner's password and therefore to maintain exclusive control, the Account Owner should not reveal the password to anyone. In addition, if the Account Owner wishes to prohibit others from contacting Netflix Customer Service and potentially altering the Account Owner's control, the Account Owner should not reveal the Payment Method details (e.g., last four digits of their credit or debit card, or their email address if they use PayPal) associated with their account.

BY SHARING THE NETFLIX SERVICE PASSWORD, THE ACCOUNT OWNER AGREES TO BE RESPONSIBLE FOR ASSURING THAT HOUSEHOLD MEMBERS COMPLY WITH THE TERMS OF USE AND SUCH ACCOUNT OWNER SHALL BE RESPONSIBLE FOR THE ACTIONS OF THE HOUSEHOLD MEMBERS.

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Parental Controls

Account Owners who wish to limit the maturity level of movies & TV shows viewable by other household members (e.g. available for their children) can go to the "Change parental control setting" link on the "Your Account" page of the website and set parental controls. If you have set a maturity restriction on your Netflix ready device, that setting does not apply to the Netflix service. To limit the maturity level of movies & TV shows viewable from your Netflix account, you must set the parental controls on the "Your Account" page. Please allow 24 hours for changes to the parental control setting to apply to your Netflix ready devices.

Please note however, the Netflix service is not intended to be used by children without involvement, supervision, and approval of a parent or legal guardian. Therefore, if an Account Owner sets parental controls, the Account Owner should not reveal the account password to the child.

Setting a maturity restriction will block movies & TV shows with more mature ratings from streaming online, and will prohibit previews for the restricted movies & TV shows from displaying, but the user will be presented with the title and title art of the movie, or TV show, and the synopsis that is provided. The restriction on watching these titles can be overridden on a title-by-title basis when you access your account from your computer and enter the Account Owner's password after clicking the 'play' button associated with the desired movie or TV show. If you override the maturity restriction in this manner, you can watch a title with a more mature rating. We reserve the right to modify, including removing, the parental controls feature at any time without notice.

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Feeds

Members from certain countries may have access to RSS feeds as a convenient way to pass information about your Netflix account or that is publicly available on the Netflix site to your RSS reader or an RSS-associated website of your choice. RSS stands for Really Simple Syndication. It allows information to be published in a standard XML format that can be accessed via a URL. Netflix may also choose, at any time, to provide feeds in other formats, such as Atom. All use of the RSS and other feeds ("Feeds"), including obtaining a Feed from the Netflix website or receiving it into an application or website or displaying the content received from such Feeds, is at your own option and risk, and is covered by the Terms of Use for the Netflix Feeds, found here. By using the Netflix Feeds, you agree to be bound by the Terms of Use for Netflix Feeds. In particular, you acknowledge and agree that you are consenting to the information about your account being transferred to the location of the Feed as enabled by you and that your use of a Feed may cause personally identifying information to be associated with you, even if such information is not provided by the Feed.

Applications

You may encounter third-party applications (including, without limitation, websites, widgets, software, or other software utilities) ("Application(s)") that interact with the Netflix service. These Applications may import data related to your Netflix account and activity and otherwise gather data from you. These Applications are provided solely as a convenience to you, and Netflix is not responsible for and does not

endorse the content of such Applications. SUCH APPLICATIONS ARE OWNED OR OPERATED BY THIRD PARTIES THAT ARE NOT RELATED TO, ASSOCIATED WITH OR SPONSORED BY NETFLIX AND MAY NOT BE AUTHORIZED FOR USE WITH OUR SERVICE IN ALL COUNTRIES. Some of these Applications may even use Netflix trademarks. Unless otherwise noted by Netflix on the Netflix website, Netflix is not responsible for and does not endorse the content of such Applications. You will need to make your own independent judgment regarding your interaction with these Applications. If you choose, at your sole and absolute discretion and risk, to use an Application, such Application may interact with, connect to or gather and/or pull information from and to your Netflix account. By using such Applications, you acknowledge and agree to the following: (i) if you use an Application to share information relating to your Netflix account, you are consenting to the information about your account being shared; (ii) your use of an Application may cause personally identifying information to be publicly disclosed and/or associated with you, even if Netflix has not provided such information; and (iii) your USE OF AN APPLICATION IS AT YOUR OWN OPTION AND RISK, and you will hold Netflix harmless for the sharing of information relating to your Netflix account that results from your use of an Application. You must read all log-in boxes and other pop-up boxes closely for notices about sharing your Netflix account information with, through or by any other means identified on an Application. In addition, the Application's end user license agreement, terms of use, and/or any other documentation or materials designated by the Application will govern your use of that Application. It is possible that you may be able to revoke an Application's access to your Netflix account at any time, but information shared prior to revocation may continue to be viewable within, or otherwise continue to be used by, the Application depending on the policies of such Application. If you have any questions, concerns, complaints, or claims about the Applications, you should contact the support or contact personnel of the Application and not Netflix, unless otherwise indicated by Netflix. NETFLIX DISCLAIMS ALL LIABILITY ARISING FROM YOUR USE OF APPLICATIONS.

Account Access; Identity Protection

In order to provide you with ease of access to your account and to help administer the Netflix service, Netflix implements technology that enables us to recognize you as the account holder and provide you with direct access to your account without requiring you to retype any password or other user identification when you revisit the Netflix service. You are responsible for updating and maintaining the truth and accuracy of the information you provide to us relating to your account.

You are also responsible for maintaining the confidentiality of your account and password and for restricting access to your Netflix ready device. If you disclose your password to anyone or share your account and/or devices with other people, you take full responsibility for their actions. Where possible, users of public or shared devices should log out at the completion of each visit. If you sell or return a Netflix ready device, you should logout and/or deactivate the device before doing so. Similarly, if your Netflix ready device is lost or stolen, please deactivate the Netflix ready device. If you fail to log out or deactivate your device, subsequent users may access the Netflix service through your account and may be able to access certain of your account information. To deactivate a device, go to Manage Netflix ready devices and computers.

If you find that you're a victim of identity theft and it involves a Netflix account, you should notify Customer Service. Then, you should report this instance to all your card issuers, as well as your local law enforcement agency. Also, you should be mindful of any communication requesting that you submit credit card or other account information. Providing your information in response to these types of communications can result in identity theft. Always access your sensitive account information by going directly to the Netflix website and not through a hyperlink in an email or any other electronic

communication, even if it looks official. Netflix reserves the right to place any account on hold anytime with or without notification to the member in order to protect itself and its partners from what it believes to be fraudulent activity. Netflix is not obligated to credit or discount a membership for holds placed on the account by either a representative of Netflix or by the automated processes of Netflix.

Disclaimers of Warranties and Limitations on Liability

THE NETFLIX SERVICE, INCLUDING OUR WEBSITE AND USER INTERFACES, AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE NETFLIX SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. WE AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE NETFLIX SERVICE, OUR WEBSITE AND USER INTERFACES, AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH. NETFLIX DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE NETFLIX SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT NETFLIX MAY ELIMINATE OR OTHERWISE MODIFY ANY OR ALL ASPECTS OF THE NETFLIX SERVICE, INCLUDING FEATURES, WITHOUT COMPENSATION OR NOTICE TO YOU. NETFLIX SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF APPLICATIONS, NETFLIX READY DEVICES, AND NETFLIX SOFTWARE (INCLUDING THEIR CONTINUING COMPATIBILITY WITH OUR SERVICE). Without limiting the foregoing, we and our licensors assume no liability or responsibility for any of the following: (i) errors or omissions in the content delivered by the Netflix service or on the Netflix website or user interfaces; (ii) recommendations or advice of Customer Service; (iii) any failure or interruption in the availability of the Netflix service and/or website or user interfaces, (iv) delivery and or display of any content contained on the Netflix website, user interfaces, or otherwise through the Netflix service; and (vii) any losses or damages arising from the use of the content provided on the Netflix website, user interfaces, or otherwise through the Netflix service itself, including any losses or damages arising from downloading of related software, downloading and/or use of any other software, including the remote desktop tool offered by Customer Service, optical media discs or any conduct by users of the Netflix service, website or user interfaces. TO THE EXTENT ALLOWABLE BY LAW, WE AND OUR LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. In addition, we do not represent or warrant that the information accessible via our site is accurate, complete or current. We do not make any representations with respect to the content contained on movies & TV shows from the Netflix service or the descriptions of any movie or TV show content contained on our website and user interfaces. We do not represent or guarantee that your use of the Netflix service will be free from interruption, loss, corruption, attack, viruses, interference, hacking, or other security intrusion and we disclaim any liability with respect thereto. No oral or written information or advice given by us or our authorized representative shall create a warranty or otherwise constitute a representation binding upon Netflix or its affiliated parties.

IN NO EVENT SHALL NETFLIX, OR ITS SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE NETFLIX SERVICE, OUR WEBSITE AND USER INTERFACES, AND ALL CONTENTS AND SOFTWARE ASSOCIATED THEREWITH, OR OTHERWISE RELATED TO THE NETFLIX SERVICE, INCLUDING ANY OPTICAL MEDIA DISCS, FEATURES OR FUNCTIONALITIES ASSOCIATED THEREWITH. IN

NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES FOR LOSSES ARISING FROM THE USE OR INABILITY TO USE THE NETFLIX SERVICE, INCLUDING OUR WEBSITE AND USER INTERFACES, AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE MONTH'S MEMBERSHIP FEE ON YOUR MEMBERSHIP PLAN. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION OR OTHER SECTIONS OF THESE TERMS OF USE, INCLUDING ANY PORTION OF THE PRIVACY POLICY OR THE EULA, TO BE UNENFORCEABLE, THEN THOSE PORTIONS DEEMED UNENFORCEABLE SHALL BE SEVERED AND THE TERMS OF USE SHALL BE ENFORCED ABSENT THOSE PROVISIONS AND ANY LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

NETFLIX MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING NETFLIX READY DEVICES OR THE COMPATIBILITY OF THE DEVICE WITH OUR SERVICE. Additional disclaimers or limitations of liability may be contained in the various third party software end user license agreements you may have agreed to in order to access our service. Click [here](#) to view the Netflix End User License Agreement.

Intellectual Property

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Copyright

The Netflix service, including all content included on the Netflix website and user interfaces, or delivered to members as part of the service, including, but not limited to, movies & TV shows you can watch instantly, text, graphics, logos, designs, photographs, button icons, images, audio/video clips, digital downloads, data compilations, and software, are the property of Netflix or its licensors and are protected by United States and international copyright, trade secret or other intellectual property laws and treaties. The compilation of all content and any software or other materials provided by Netflix on our website and user interfaces, or in connection with the Netflix service are the exclusive property of Netflix and its licensors and are protected by the copyright and trade secret laws in the territories in which the Netflix service operates and by international treaty provisions. Content shall not be reproduced or used without express written permission from Netflix or its licensors. You agree to adhere to the restrictions set forth under "Netflix streaming software" and "Limitations on Use." You agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the Netflix service, not to insert any code or product or manipulate the content of the Netflix service in any way, and not to use any data mining, data gathering or extraction method. Netflix reserves the right to terminate your membership hereunder if Netflix, in its sole and absolute discretion, believes that you are in violation of Netflix software restrictions, restrictions against copying movies & TV shows provided to you by us, or other unauthorized copying or use of our proprietary content in violation of the copyrights of Netflix and its licensors. Netflix does not promote, foster or condone the copying of movies & TV shows or any other infringing activity. The use of the Netflix service, including movies & TV shows made available to you by us, is solely for your personal and non-commercial use. Please see the instructions at the end of these Terms of Use for notifying us of the presence of any allegedly infringing content of the Netflix service, including any on the Netflix website and user interfaces.

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Trademarks

Netflix is a registered trademark of Netflix. The Netflix logo, Netflix.com, Profiles, and CineMatch are trademarks or service marks of Netflix. The Netflix website and user interfaces, including but not limited to its graphics, logos, page headers, button icons, scripts and service names constitute trade dress of Netflix, Inc. The trademarks, service marks and trade dress of Netflix may not be used or reproduced without prior written approval from Netflix and may not be used in connection with any product or service that is not affiliated with Netflix, in any manner that is likely to cause confusion among customers, in any manner that dilutes the rights of Netflix, or in any manner that disparages or discredits Netflix. Other trademarks that appear on the Netflix website and user interfaces are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Netflix. Any images of persons or personalities contained on the Netflix website and user interfaces are not an indication or endorsement of Netflix or any particular product or our service unless otherwise indicated.

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Patents

The U.S. Patent & Trademark Office issued to Netflix U.S. Patent Nos. 6,584,450 (rental process), 6,966,484 (mailer), 7,024,381 (approach for renting items to customers), 7,401,727 (mailing and response envelope), 7,403,910 and 7,617,127 (estimating user ratings of items), 7,546,252 (managing rental items across multiple locations), 7,568,613 (a mailer envelope with inventory control window), 7,631,323 (sharing rental accounts (Profiles)) and 7,848,968 (processing rental returns). Netflix has other patents pending that apply to the Netflix service and our operations.

Entertainment and Service Content

We distribute movies, television, and other filmed entertainment and we reserve the right to display and promote the filmed entertainment or other information through our service, including our website and user interfaces, to you in any manner we choose in our sole and absolute discretion. In addition, the Netflix service allows you and other third parties to post reviews or comments concerning the entertainment distributed by us. Any opinions, advice, statements, services, offers, or other information that constitutes part of the content expressed or made available by third parties through the Netflix service are those of the respective authors or producers and not of Netflix, or its shareholders, directors, officers, or employees or licensors. Under no circumstances shall Netflix, or its shareholders, directors, officers, directors, or employees or licensors be held liable for any loss or damage caused by your reliance on information obtained through the Netflix service. It is your responsibility to evaluate the information, opinion, advice, or other content available through the Netflix service.

Use of Information Submitted

Netflix is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to questionnaires or through postings to the Netflix service, including the Netflix website and user interfaces, without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Netflix service. Furthermore, by posting any Feedback on our site, submitting Feedback to us, or in responding to questionnaires, you grant us a perpetual, worldwide, non-exclusive, royalty-free irrevocable license, including the right to sublicense such right, and right to display, use, reproduce or modify the Feedback submitted in any media, software or technology of any kind now existing or developed in the future.

Please note Netflix does not accept unsolicited materials or ideas for use or publication, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to Netflix. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against Netflix and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the idea you sent.

Service Testing

From time to time, we test various aspects of our service, including our website, user interfaces, service levels, plans, promotions, features, availability of movies & TV shows, delivery, and pricing, and we reserve the right to include you in or exclude you from these tests without notice.

Customer Service

If you need assistance with your account, you may find answers and reach Customer Service at any time here, where you will find the answers to many frequently asked questions and information on reaching a live Customer Service representative.

In certain instances, Customer Service may best be able to assist you by using a remote access support tool, which will enable us to interact directly with your account. We provide such support service only with your permission and in your presence (via phone and Internet connection). During the time we are providing you with remote access support service, we have full access to your desktop. If you do not want us to have this access, you should not consent to support through the remote access tool, and we will do our best to assist you through other means. The Disclaimers of Warranties and Limitations of Liability set forth in these Terms of Use expressly apply to the use of Customer Service, including any remote desktop access tool. We may utilize the services of third parties in providing you customer service support.

Your Conduct in Accessing the Netflix Service

By accessing the Netflix service, including the Netflix website and user interfaces, you agree to use the Netflix service, including all features and functionalities associated therewith, the website and user interfaces and all content and software associated therewith in accordance with all applicable laws, rules and regulations, including public performance limitations or other restrictions on use of the service or content therein. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Netflix service. You also agree not to interfere with the servers or networks connected to any portions of the Netflix service or to violate any of the procedures, policies or regulations of networks connected to the Netflix service. You also agree not to impersonate any other person while using the Netflix service, conduct yourself in a vulgar or offensive manner while using the Netflix service, or use the Netflix service for any unlawful purpose.

Limitations on Use

You must be 18 years of age or older to become a member of the Netflix service. In certain jurisdictions, the age of majority may be older than 18, in which case you must satisfy that age in order to become a member. While individuals under the age of 18 may utilize the service, they may do so only with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms of Use. While Netflix does distribute products that may be watched by children, the Netflix service is not intended to be used by children, without involvement, supervision, and approval of a

parent or legal guardian (see also "Parental Controls"). Unless otherwise specified, the Netflix service, and any content viewed through our service, are for your personal and non-commercial use only and we grant you a limited, non exclusive, non transferable, license to access the Netflix service for that purpose. Except for the foregoing limited license, no right, title or interest shall be transferred to you. You may not download (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Terms of Use), modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Netflix service, without our express written consent. Netflix does not promote, foster or condone the copying of movies & TV Shows, digitally delivered content, or any other infringing activity. You may not circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Netflix service. You may not frame or utilize any framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Netflix without our express written consent. You may not purchase search terms or use any meta tags or any other "hidden text" utilizing the Netflix name or trademarks without our express written consent. Any unauthorized use of the Netflix service or its contents will terminate the limited license granted by us and will result in the cancellation of your membership.

Links and Pages

Some of the hyperlinks on the Netflix website may lead to other websites or other content that are not controlled by, or affiliated with, Netflix. In addition, other websites may link to the Netflix website or Netflix may include links to the websites of businesses, including those that have associations with us through certain programs. For example, Netflix may include pages that display and provide information on Applications, Netflix ready devices or other products. These pages may provide links to third party sites where Netflix members may obtain or purchase such Applications and devices. Netflix has not reviewed these websites and is not responsible for the offerings of any of these sites or the content, privacy policies or terms of use of these websites or Applications. You acknowledge and agree that Netflix is not responsible or liable for, and does not otherwise warrant, the actions of these third parties, the products or contents on their websites, or the performance of any Applications and devices. You should carefully review their privacy statements and other terms and conditions of use. You should also refer to the section of these terms titled "Applications" and "How Our Streaming Service Work."

Gifts & Promotions

In certain countries, we may offer Gift Subscriptions for purchase. Gift Subscriptions are issued through NGS Services, Inc., a company incorporated in the state of Oregon, U.S.A. These Gift Subscriptions are sold on our website and are redeemable for the Netflix service only in the country in which the Gift Subscription was purchased. We will automatically bill your Payment Method for any purchased Gift Subscriptions. The purchase of Gift Subscriptions is subject to the terms and conditions set forth on the "Gift Subscription Purchase" page, and the redemption of Gift Subscriptions is subject to the terms and conditions set forth on the "Gift Subscription Redemption" page.

In the United States, we also offer Gift Cards for sale through CardFact 25, Inc. These cards are available for purchase from certain retail stores in the United States and can be redeemed on the Netflix website by U.S. residents. Please click [here](#) for more information and to review the complete terms and conditions of the Gift Cards.

Promotional codes may be redeemed on our website at www.netflix.com/code. Promotional code can only be used once and cannot be redeemed for cash, resold or combined with any other offers, including free trial. A valid Payment Method may be required when you redeem the promotion code;

however, you will not be charged a membership fee during your complimentary membership period. Netflix will begin to bill your Payment Method for membership plan you are on at the end of your complimentary membership period unless you cancel prior to the end of that period. If you are already a Netflix member, you may be able to apply the value of the promotion code toward your existing Netflix monthly membership. If you received a promotion code through an offer by a third party, additional restrictions may apply.

Claims of Copyright Infringement

It is the policy of Netflix to respect the intellectual property rights of others. Netflix does not condone the unauthorized reproduction or distribution of movies, TV shows, or other copyrighted content. If you believe your work has been reproduced or distributed in a way that constitutes copyright infringement or are aware of any infringing material available through the Netflix service, please notify us by completing the claims form found [here](#).

Please note that we will not be able to respond to customer service or other unrelated issues submitted through the copyright claims form above. For queries that are not related to copyright matters, please see other way to contact us.

Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of the state of Delaware, U.S.A. without regard to conflict of laws provisions. If any provision or provisions of these terms shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and shall remain in full force and effect.

Arbitration Agreement

You and Netflix agree that any dispute, claim or controversy arising out of or relating in any way to the Netflix service, including our website, user interfaces, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Netflix are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your Netflix membership.

If you elect to seek arbitration, you must first send to Netflix, by certified mail, a written Notice of your claim ("Notice"). The Notice to Netflix should be addressed to: General Counsel, Netflix, Inc., 100 Winchester Circle, Los Gatos, CA 95032-1815 ("Notice Address"). If Netflix elects to seek arbitration, it will send, by certified mail, a written Notice to the address used for your membership account. A Notice, whether sent by you or by Netflix, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Netflix and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Netflix may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by Netflix or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If you are required to pay a filing fee, after Netflix receives notice at the Notice Address that you have commenced arbitration, it will promptly

reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless Netflix and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. (If you reside outside of the United States, any arbitration hearings will take place in your country of residence at a location reasonably convenient to you, but will remain subject to the AAA Rules including the AAA rules regarding the selection of an arbitrator). If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Netflix's last written settlement offer made before an arbitrator was selected (or if Netflix did not make a settlement offer before an arbitrator was selected), then Netflix will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

YOU AND NETFLIX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Netflix agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

DVD Plans in the United States

If you are a Netflix member in the United States on a DVD plan, the DVD Terms and Conditions also apply to your use of the Netflix service.

Effective Date: September 5, 2011

Terms of Use

Overview:

Welcome to Netflix. We are an online subscription service, providing our members with access to motion pictures, television and other audio visual entertainment ("movies & TV shows") streaming over the Internet to certain Internet-connected TV's, computers and other devices ("Netflix ready devices"). We've put together here some detailed terms and conditions. You should read and understand them as they govern your use of our service.

These Terms of Use provide that all disputes between you and Netflix will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the [Arbitration Agreement](#) below for the details regarding your agreement to arbitrate any disputes with Netflix.

These Terms of Use are also a resource for you to get a deeper understanding of how our service works, including the kinds of data we collect, the way we bill, how we interact with you and other useful details about our service. We encourage you to revisit these Terms of Use when you have a question about the service or want to know how something works. For your convenience, we've indexed the Terms of Use so as to help you more easily navigate and access areas of interest. We hope you enjoy your Netflix experience.

Please note that these Terms of Use include embedded hyperlinks that may be accessed only through our website, so if you are reviewing these Terms of Use through certain Netflix ready devices (for example, game consoles or Internet enabled televisions), you may need to visit the website to review these additional hyperlinked terms.

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- [Changes to Terms of Use](#)
- [Privacy and Communications Preferences](#)
- [Membership and Billing](#)
- [Free Trials](#)
- [Billing](#)
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Acceptance of Terms of Use

These Terms of Use, which include our [Privacy Policy](#) and [End User License Agreement](#) ("EULA") govern your use of the Netflix service, including all features and functionalities, instant streaming, our website and user interfaces, and all content and software associated therewith (the "Netflix service" or "service"). By using, visiting, or browsing the Netflix service, you accept and agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, you should not use the Netflix service, including our website and user interfaces.

These Terms of Use govern your use of the Netflix service and you should read them carefully. The Netflix service is provided by Netflix, Inc., or one of its affiliated companies. The Netflix company that is providing the service to you (referred to as "Netflix" in these Terms of Use) and with whom you are entering into this agreement, depends on the country from which you sign up for the Netflix service. [Click here](#) to see the Netflix company currently serving your region. Check back as the service provider may change from time to time.

Changes to Terms of Use

Netflix reserves the right, from time to time, with or without notice to you, to change these Terms of Use, including the Privacy Policy and EULA, in our sole and absolute discretion. The most current version of these Terms of Use can be reviewed by visiting our website and clicking on "Terms of Use" located at the bottom of the pages of the Netflix website. The most current version of the Terms of Use will supersede all previous versions. We will endeavor to post prior version(s) on our website when the Terms of Use are updated. You can see changes from previous versions of the Terms of Use that we have posted by visiting our website and clicking [here](#).

Privacy and Communications Preferences

Any personally identifying information submitted through the Netflix service is subject to our [Privacy Policy](#), the terms of which are incorporated herein. Please review our Privacy Policy to understand our practices. The date of any changes to our Privacy Policy will be noted at the bottom of the policy. By using our service, you are consenting to receive certain communications from us. For example, Netflix may send you newsletters about new Netflix features, special offers, promotional announcements and customer surveys via email or other methods. If you no longer want to receive the newsletters, other promotional announcements or non-transactional communications, simply use your account name and password to access the "Manage mailing preferences" link on the "Your Account" page and uncheck those items to unsubscribe or click on the unsubscribe link in our email communications. Please review our Privacy Policy for further detail on our marketing communications. You can also find the unsubscribe instructions there.

By using the Netflix service, you consent to receiving electronic communications from Netflix. These communications will include notices about your account (e.g., change in password or Payment Method, confirmation e-mails and other transactional information) and information concerning or related to our service. These communications are part of your relationship with Netflix and you receive them as part of the Netflix membership. You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Membership and Billing

You can find the specific details regarding your membership with Netflix at anytime by visiting our website and clicking on the "Your Account" link.

- **Free Trials**

Your Netflix membership may start with a free trial. The free trial period of your membership lasts for one month, or as otherwise specified during sign-up. Free trials may not be combined with any other offers. You must have Internet access and a current valid accepted payment method as indicated during sign-up ("Payment Method"), to use our service. If you or another member of your household has been a Netflix member within the last 12 months, or if your Payment Method, physical address or email address have been associated with a Netflix membership, or if you are streaming from a Netflix ready device that has been previously activated on a different Netflix account, you are not eligible to receive a free trial.

We will begin billing your Payment Method for monthly membership fees at the end of the free trial period of your membership unless you cancel prior to the end of the free trial period. To view the specific details of your membership, including monthly membership price and end date of your free trial period, visit our website and click the "Membership Terms and Details" link on the "Your Account" page. Your Payment Method will be authorized for up to approximately one month of service as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization; however, no charges will be made against the Payment Method unless you do not cancel prior to the end of your free trial period. You will not receive a notice from us that your free trial period has ended or that the paying portion of your membership has begun. If YOU CANCEL PRIOR TO THE END OF YOUR FREE TRIAL, THERE WILL BE NO CHARGES TO YOUR PAYMENT METHOD. CLICK THE "YOUR ACCOUNT" LINK AT THE TOP OF ANY NETFLIX WEB PAGE FOR CANCELLATION INSTRUCTIONS. We will continue to bill your Payment Method on a monthly basis for your membership fee until you cancel. You may cancel your membership at anytime; however, there are no refunds or credits for partially used periods.

We may offer a number of membership plans, including special promotional plans or memberships with different limitations. Some of these promotional memberships are offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered membership plans. Unless otherwise stated differently, month or monthly refers to your billing cycle (See "Billing" below).

- **Billing**

By starting your Netflix membership, you are expressly agreeing that we are authorized to charge you a monthly membership fee at the then current rate, and any other charges you may incur in connection with your use of the Netflix service to the Payment Method you provided during registration (or to a different Payment Method if you change your account information). Please note that prices and charges are subject to change with notice. As used in these Terms of Use, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method. The membership fee will be billed at the beginning of the paying portion of your membership and each month thereafter unless and until you cancel your membership. Visit our website and click on the "Membership Terms and Details" link on the "Your Account" page to see the commencement date for your next renewal period. We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your paying membership. Membership charges are fully earned upon payment. In the event your paying membership began on a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you started your Netflix membership or became a paying member on January 31st, your next payment date is February 28th and your Payment Method would be billed on that date. You acknowledge that the amount billed each month may vary from month to month for reasons that may include differing amounts due to promotional offers, and you authorize us to charge your Payment Method for such varying amounts. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or related charges. Check with your bank and credit card issuers for details.

If you are eligible, and have signed up for a free trial, your Payment Method will be authorized for up to approximately one month of service during free trials; however, no charges will be made against the Payment Method unless you do not cancel prior to the end of your free trial period. We may also periodically authorize your card in anticipation of membership or related charges. Membership fees and charges are fully earned upon payment. PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes by email. If you want to use a different Payment Method or if there is a change in Payment Method, such as your credit card validity or expiration date, you may edit your Payment Method information by visiting our website and clicking on the "Your Account" link, available at the top of the pages of the Netflix website. If your Payment Method reaches its expiration date and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you authorize us to continue billing that Payment Method and you remain responsible for any uncollected amounts. If you signed up for Netflix using your iTunes account as your Payment Method and wish to cancel your Netflix membership at any time, including during your free trial, you will need to do so by visiting your iTunes account and turning off auto-renew. You may also find billing information about your Netflix membership by visiting your iTunes account.

- **Ongoing Membership**

Your Netflix membership, which may start with a free trial portion, will continue month- to-month unless and until you cancel your membership or we terminate it. You must cancel your membership before it renews each month in order to avoid billing of the next month's membership fees to your Payment Method. We will bill the monthly membership fee to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information). Membership fees are fully earned upon payment.

- **Cancellation**

You may cancel your Netflix membership at any time. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH MEMBERSHIP PERIODS OR UNWATCHED MOVIES OR TV SHOWS. To cancel, visit our website and click on "Cancel Membership" on the "Your Account" page and follow the instructions for cancellation under the heading "Cancel Membership."

Right to Terminate

We reserve the right to terminate or restrict your use of our service, without notice, for any or no reason whatsoever.

How Our Streaming Service Works

Netflix is an online subscription service providing its members with access to movies & TV shows streaming over the Internet to Netflix ready devices. These devices are manufactured and sold by entities other than Netflix. To see partners who offer Netflix ready devices you may use to access our service, [click here](#).

We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we operate our service. Any description of how our service works should not be considered a representation or obligation with respect to how the service will always work. We are constantly making adjustments to our service and often these adjustments are not completely captured within these Terms of Use.

Availability. The availability of movies & TV shows to instantly watch will change from time to time, and from country to country. The quality of the display of the streaming movies & TV shows may vary from computer to computer, and device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. Netflix streams a little bit of data as a buffer each time you start a movie or TV show. Frequently starting and stopping movies & TV shows will result in a minor increase to the amount of data Netflix streams to you per hour. In most cases this will be less than a few minutes worth. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. Netflix makes no representations or warranties about the quality of your instant watching experience on your display. You may change the video quality of your instant watching experience by going into the "Your Account" link on the website.

For certain membership plans in the United States with limited hours of instant watching, any unused instant watching time will not roll-over to your next period or otherwise accumulate. If you reach your watch instantly limit while a selected movie or TV show is playing, you are able to complete that movie or TV show provided that you continuously watch it to completion. The number of movies & TV shows you are able to watch instantly during each billing period depends on the length of each movie or TV show you select and whether you watch them to completion. Any repeated instant watching of a movie or TV show, in whole or in part, will count towards your total watch instantly time.

Start Time: The time it takes to begin watching a movie or TV show instantly will vary based on a number of factors, including your location, available bandwidth at the time, the movie or TV show you have selected and the configuration of your Netflix ready device. For example, high-speed action scenes or special effects at the opening of a movie or TV show may slightly delay its start time. In addition, you must be connected to the Internet throughout the watch instantly experience.

Personal Computer Requirements and Device Limitations: To enjoy watching instantly via your personal computer, your equipment must satisfy certain system requirements. [Click here](#) to view the various system requirements. To see partners who offer Netflix ready devices you may use to access our service, [click here](#). YOU MAY INSTANTLY WATCH ON UP TO SIX UNIQUE AUTHORIZED NETFLIX READY DEVICES. YOU WILL BE ALLOWED TO INSTANTLY WATCH SIMULTANEOUSLY ON ONLY ONE SUCH DEVICE AT ANY GIVEN TIME. For certain membership plans in the United States, you may instantly watch simultaneously on more than one Netflix ready device within your household. [Click here](#) to view the number of devices on which you may simultaneously view movies & TV shows that are associated with your plan. The number of devices and concurrent streams may change without notice to you. For certain limited membership plans in the United States, your available Netflix ready device may be limited to personal computers.

Geographic Limitation: You may instantly watch a movie or TV show through the Netflix service only in geographic locations where we offer our service. The content that may be available to watch will vary by geographic location. Netflix will use technologies to verify your geographic location.

Netflix streaming software: Netflix streaming software is developed by, or for, Netflix and is designed to enable instant streaming of content from Netflix through Netflix ready devices. This software may vary by device and medium, and functionalities may also differ between devices. For example, this software may be embedded in a Netflix ready device or we may offer this software to be downloaded onto a device such as the Apple iPad, or the software may also be available on an optical media disc to be inserted into disc drives of certain devices. This software is licensed to you by Netflix pursuant to these Terms of Use and solely for the purpose of using the Netflix service and for no other purpose whatsoever. WE DO NOT WARRANT THE PERFORMANCE OF THIS SOFTWARE, INCLUDING ITS CONTINUING COMPATIBILITY WITH OUR SERVICE. Please refer to the Disclaimers of Warranties and Limitations of Liability set forth in these Terms of Use. You may not copy or reproduce the software nor may you decompile, reverse engineer, disassemble, modify or create derivative works of any of the software, or any portion thereof. Any unauthorized use of the software is strictly prohibited and Netflix reserves the right to not provide the software (including updates) to you at any time and to discontinue the ability to access the Netflix service through such software at any time, without prior or any notice.

END USER LICENSE AGREEMENT: BY USING OUR SERVICE, YOU ACKNOWLEDGE AND AGREE (1) TO THE NETFLIX SOFTWARE END USER LICENSE AGREEMENT [FOUND HERE](#) AS SUCH MAY BE AMENDED OR ADDED TO FROM TIME TO TIME AND (2) TO RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE NETFLIX AND RELATED THIRD-PARTY SOFTWARE. IF YOU DO NOT ACCEPT THE FOREGOING TERMS, DO NOT USE OUR SERVICE.

We do not warrant that any of the software used and or licensed in connection with our service will be compatible with other third party software nor do we warrant that operation of our service and the associated software will not damage or disrupt other software or hardware. In addition, Netflix ready devices are manufactured and sold by entities other than Netflix. A Netflix ready device is any electronics equipment that is authorized to decode and capable of decoding movies & TV shows that are transmitted over the Internet by Netflix. These devices may include mobile devices, stand alone set-top boxes, Internet connected Blu-ray DVD players, Internet-connected HDTVs, and game consoles. AS SUCH, WE DO NOT TAKE RESPONSIBILITY OR OTHERWISE WARRANT THE PERFORMANCE OF THESE DEVICES, INCLUDING THE CONTINUING COMPATIBILITY OF THE DEVICE WITH OUR SERVICE. By using our service, you agree to look solely to the entity that manufactured and/or sold you the device for any issues related to the device and its compatibility with the Netflix service. Any issues related to our service, including any system requirements, are covered and limited by these Terms of Use. Please refer to the Disclaimers of Warranties and Limitations of Liability set forth in these Terms of Use.

In response to requests from content providers, or due to technical limitations, or for any reason in our sole and absolute discretion, and without prior notice to you, some or all movies & TV shows may not be watched, or may cease to be available for watching instantly, through our service on some Netflix ready devices.

Features & Functionality

- **Social Media**

For members in certain countries, you can connect your Netflix account to Facebook. If you choose to connect, you'll be able to take advantage of various social features we will be creating as part of the Netflix service, as well as features available on Facebook. These features will be designed to share information with others - the essence of social media. For example, your friends and others who have access to view information about you on Facebook will be able to see (on Facebook and on Netflix) that you're a Netflix member as well as what you've watched, rated, and other information about your use of the Netflix service. You'll also be able to see similar information about your Facebook friends who are connected with Netflix. In addition, Netflix may personalize and otherwise enhance your experience based on your Facebook information, such as your basic information, and "Likes." Please pay careful attention to your Facebook Connect settings in "Your Account" as well as your Privacy Settings in Facebook which will impact this feature and may give you some control over the information that is shared and who it is shared with. Also, please see our Privacy Policy to learn more about the scope, extent and uses of information we gather.

Please note that only one Facebook account can be connected to each Netflix account. All Netflix account activity will be posted automatically to the Facebook account that is connected to Netflix unless you use the "don't share / unshare" feature currently available on most devices. You can hide a movie or TV show during playback on most devices using the playback controls while instantly watching the movie or TV show. You can also "unshare" by visiting a movie or TV show details page on the Netflix website. If you have authorized more than one member of

your household to use your Netflix account, it is possible that their Netflix activity may be posted to your Facebook account or be visible to your Facebook friends using the Netflix service.

While we hope that you find the Facebook Connect feature to be a great way to share information, including discovering new movies & TV shows, you may nonetheless disconnect your accounts at any time by clicking on the "Your Account" link, selecting the "Manage Facebook Connect" link (located in the Preferences section) and then selecting "Disconnect." Facebook may also offer ways to manage the information you share with Netflix. See the Facebook website for details.

BY CONNECTING YOUR NETFLIX ACCOUNT TO YOUR FACEBOOK ACCOUNT, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE CONSENTING TO THE CONTINUOUS RELEASE OF INFORMATION ABOUT YOU TO OTHERS, INCLUDING TO FACEBOOK (IN ACCORDANCE WITH YOUR PRIVACY SETTINGS ON FACEBOOK AND YOUR ACCOUNT SETTINGS ON NETFLIX). IF YOU DO NOT WANT INFORMATION ABOUT YOU, INCLUDING INFORMATION SUCH AS YOUR MOVIE & TV SHOW ACTIVITY, TO BE SHARED IN THIS MANNER, DO NOT USE THE FACEBOOK CONNECT FEATURE. We and Facebook are continually making changes and improvements to this feature, and therefore the available features and information that is shared may change from time to time. These changes may take place without notice to you and may not be described in these Terms of Use.

- **Member Reviews**

We permit you to post reviews of movies & TV shows available through the Netflix service. We do not regularly review the content posted on the Netflix website; however, we reserve the right to reject, remove or edit such content at anytime without notice. Reviews should not be posted that contain: harsh, profane or discriminatory language; illegal, obscene, threatening, defamatory or otherwise objectionable content; URLs, phone numbers, mailing or e-mail addresses, personal attacks on the movie's or TV show's creative personnel; misleading information regarding the origin of the content; or a discussion of Netflix policies or services. Please click on the "Reviews" link that appears on the Netflix website for a link to guidelines for writing and posting member reviews. You understand and agree that we may, but are not obligated to, review the content and may delete or remove it (without notice) in our sole and absolute discretion, for any reason or no reason. Please also see "Use of Information Submitted" below.

WHEN YOU HAVE SUBMITTED A REVIEW, WE WILL DISPLAY YOUR RATING OF MOVIES & TV SHOWS. BY SUBMITTING A REVIEW, YOU UNDERSTAND AND AGREE THAT YOU ARE CONSENTING TO THE RELEASE OF ALL INFORMATION PROVIDED IN YOUR REVIEW, INCLUDING YOUR RATING OF A MOVIE OR TV SHOW, TO A PUBLIC FORUM, INCLUDING OTHER MEMBERS OF, AND VISITORS TO, THE NETFLIX SERVICE. IF YOU DO NOT WANT YOUR REVIEWS TO BE SHARED IN A PUBLIC FORUM, DO NOT USE THE REVIEW FEATURE.

If you no longer wish to have your reviews publicly posted, you may delete them by going into the "Your Account" link on the website and selecting "Reviews". Use of the Reviews feature is for your personal, non-commercial use and is at your own option and risk. The Reviews feature may change without notice to you and the degrees of associated information sharing and functionality may also change without notice.

- **Passwords**

The member who created the Netflix account and whose Payment Method is charged is referred to here as the Account Owner. The Account Owner has access and control over the Netflix account. The Account Owner's control is exercised through use of the Account Owner's password and therefore to maintain exclusive control, the Account Owner should not reveal the password to anyone. In addition, if the Account Owner wishes to prohibit others from contacting Netflix Customer Service and potentially altering the Account Owner's control, the Account Owner should not reveal the Payment Method details (e.g., last four digits of their credit or debit card, or their email address if they use PayPal) associated with their account.

BY SHARING THE NETFLIX SERVICE PASSWORD, THE ACCOUNT OWNER AGREES TO BE RESPONSIBLE FOR ASSURING THAT HOUSEHOLD MEMBERS COMPLY WITH THE TERMS OF USE AND SUCH ACCOUNT OWNER SHALL BE RESPONSIBLE FOR THE ACTIONS OF THE HOUSEHOLD MEMBERS.

- **Parental Controls**

Account Owners who wish to limit the maturity level of movies & TV shows viewable by other household members (e.g. available for their children) can go to the "Change parental control setting" link on the "Your Account" page of the website and set parental controls. If you have set a maturity restriction on your Netflix ready device, that setting does not apply to the Netflix service. To limit the maturity level of movies & TV shows viewable from your Netflix account, you must set the parental controls on the "Your Account" page. Please allow 24 hours for changes to the parental control setting to apply to your Netflix ready devices.

Please note however, the Netflix service is not intended to be used by children without involvement, supervision, and approval of a parent or legal guardian. Therefore, if an Account Owner sets parental controls, the Account Owner should not reveal the account password to the child.

Setting a maturity restriction will block movies & TV shows with more mature ratings from streaming online, and will prohibit previews for the restricted movies & TV shows from displaying, but the user will be presented with the title and title art of the movie, or TV show, and the synopsis that is provided. The restriction on watching these titles can be overridden on a title-by-title basis when you access your account from your computer and enter the Account Owner's password after clicking the 'play' button associated with the desired movie or TV show. If you override the maturity restriction in this manner, you can watch a title with a more mature rating. We reserve the right to modify, including removing, the parental controls feature at any time without notice.

- **Feeds**

Members from certain countries may have access to RSS feeds as a convenient way to pass information about your Netflix account or that is publicly available on the Netflix site to your RSS reader or an RSS-associated website of your choice. RSS stands for Really Simple Syndication. It allows information to be published in a standard XML format that can be accessed via a URL. Netflix may also choose, at any time, to provide feeds in other formats, such as Atom. All use of the RSS and other feeds ("Feeds"), including obtaining a Feed from the Netflix website or receiving it into an application or website or displaying the content received from such Feeds, is at your own option and risk, and is covered by the Terms of Use for the Netflix Feeds, [found here](#). By using the Netflix Feeds, you agree to be bound by the Terms of Use for Netflix Feeds. In particular, you acknowledge and agree that you are consenting to the information about your account being transferred to the location of the Feed as enabled by you and that your use of a Feed may cause personally identifying information to be associated with you, even if such information is not provided by the Feed.

Applications

You may encounter third-party applications (including, without limitation, websites, widgets, software, or other software utilities) ("Application(s)") that interact with the Netflix service. These Applications may import data related to your Netflix account and activity and otherwise gather data from you. These Applications are provided solely as a convenience to you, and Netflix is not responsible for and does not endorse the content of such Applications. SUCH APPLICATIONS ARE OWNED OR OPERATED BY THIRD PARTIES THAT ARE NOT RELATED TO, ASSOCIATED WITH OR SPONSORED BY NETFLIX AND MAY NOT BE AUTHORIZED FOR USE WITH OUR SERVICE IN ALL COUNTRIES. Some of these Applications may even use Netflix trademarks. Unless otherwise noted by Netflix on the Netflix website, Netflix is not responsible for and does not endorse the content of such Applications. You will need to make your own independent judgment regarding your interaction with these Applications. If you choose, at your sole and absolute discretion and risk, to use an Application, such Application may interact with, connect to or gather and/or pull information from and to your Netflix account. By using such Applications, you acknowledge and agree to the following: (i) if you use an Application to share information relating to your Netflix account, you are consenting to the information about your account being shared; (ii) your use of an Application may cause personally identifying information to be publicly disclosed and/or associated with you, even if Netflix has not provided such information; and (iii) your USE OF AN APPLICATION IS AT YOUR OWN OPTION AND RISK, and you will hold Netflix harmless for the sharing of information relating to your Netflix account that results from your use of an Application. You must read all log-in boxes and other pop-up boxes closely for notices about sharing your Netflix account information with, through or by any other means identified on an Application. In addition, the Application's end user license agreement, terms of use, and/or any other documentation or materials designated by the Application will govern your use of that Application. It is possible that you may be able to revoke an Application's access to your Netflix account at any time, but information shared prior to revocation may continue to be viewable within, or otherwise continue to be used by, the Application depending on the policies of such Application. If you have any questions, concerns, complaints, or claims about the Applications, you should contact the support or contact personnel of the Application and not Netflix, unless otherwise indicated by Netflix. NETFLIX DISCLAIMS ALL LIABILITY ARISING FROM YOUR USE OF APPLICATIONS.

Account Access; Identity Protection

In order to provide you with ease of access to your account and to help administer the Netflix service, Netflix implements technology that enables us to recognize you as the account holder and provide you with direct access to your account without requiring you to retype any password or other user identification when you revisit the Netflix service. You are responsible for updating and maintaining the truth and accuracy of the information you provide to us relating to your account.

You are also responsible for maintaining the confidentiality of your account and password and for restricting access to your Netflix ready device. If you disclose your password to anyone or share your account and/or devices with other people, you take full responsibility for their actions. Where possible, users of public or shared devices should log out at the completion of each visit. If you sell or return a Netflix ready device, you should logout and/or deactivate the device before doing so. Similarly, if your Netflix ready device is lost or stolen, please deactivate the Netflix ready device. If you fail to log out or deactivate your device, subsequent users may access the Netflix service through your account and may be able to access certain of your account information. To deactivate a device, go to [Manage Netflix ready devices and computers](#).

If you find that you're a victim of identity theft and it involves a Netflix account, you should notify Customer Service. Then, you should report this instance to all your card issuers, as well as your local law enforcement agency. Also, you should be mindful of any communication requesting that you submit credit card or other account information. Providing your information in response to these types of communications can result in identity theft. Always access your sensitive account information by going directly to the Netflix website and not through a hyperlink in an email or any other electronic communication, even if it looks official. Netflix reserves the right to place any account on hold anytime with or without notification to the member in order to protect itself and its partners from what it believes to be fraudulent activity. Netflix is not obligated to credit or discount a membership for holds placed on the account by either a representative of Netflix or by the automated processes of Netflix.

Disclaimers of Warranties and Limitations on Liability

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USE OR INABILITY TO USE THE NETFLIX SERVICE, INCLUDING OUR WEBSITE AND USER INTERFACES, AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE MONTH'S MEMBERSHIP FEE ON YOUR MEMBERSHIP PLAN. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION OR OTHER SECTIONS OF THESE TERMS OF USE, INCLUDING ANY PORTION OF THE PRIVACY POLICY OR THE EULA, TO BE UNENFORCEABLE, THEN THOSE PORTIONS DEEMED UNENFORCEABLE SHALL BE SEVERED AND THE TERMS OF USE SHALL BE ENFORCED ABSENT THOSE PROVISIONS AND ANY LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

NETFLIX MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING NETFLIX READY DEVICES OR THE COMPATIBILITY OF THE DEVICE WITH OUR SERVICE. Additional disclaimers or limitations of liability may be contained in the various third party software end user license agreements you may have agreed to in order to access our service. [Click here](#) to view the Netflix End User License Agreement.

Intellectual Property

- **Copyright**

The Netflix service, including all content included on the Netflix website and user interfaces, or delivered to members as part of the service, including, but not limited to, movies & TV shows you can watch instantly, text, graphics, logos, designs, photographs, button icons, images, audio/video clips, digital downloads, data compilations, and software, are the property of Netflix or its licensors and are protected by United States and international copyright, trade secret or other intellectual property laws and treaties. The compilation of all content and any software or other materials provided by Netflix on our website and user interfaces, or in connection with the Netflix service are the exclusive property of Netflix and its licensors and are protected by the copyright and trade secret laws in the territories in which the Netflix service operates and by international treaty provisions. Content shall not be reproduced or used without express written permission from Netflix or its licensors. You agree to adhere to the restrictions set forth under "Netflix streaming software" and "Limitations on Use." You agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the Netflix service, not to insert any code or product or manipulate the content of the Netflix service in any way, and not to use any data mining, data gathering or extraction method. Netflix reserves the right to terminate your membership hereunder if Netflix, in its sole and absolute discretion, believes that you are in violation of Netflix software restrictions, restrictions against copying movies & TV shows provided to you by us, or other unauthorized copying or use of our proprietary content in violation of the copyrights of Netflix and its licensors. Netflix does not promote, foster or condone the copying of movies & TV shows or any other infringing activity. The use of the Netflix service, including movies & TV shows made available to you by us, is solely for your personal and non-commercial use. Please see the instructions at the end of these Terms of Use for notifying us of the presence of any allegedly infringing content of the Netflix service, including any on the Netflix website and user interfaces.

- **Trademarks**

Netflix is a registered trademark of Netflix. The Netflix logo, Netflix.com, Profiles, and CineMatch are trademarks or service marks of Netflix. The Netflix website and user interfaces, including but not limited to its graphics, logos, page headers, button icons, scripts and service names constitute trade dress of Netflix, Inc. The trademarks, service marks and trade dress of Netflix may not be used or reproduced without prior written approval from Netflix and may not be used in connection with any product or service that is not affiliated with Netflix, in any manner that is likely to cause confusion among customers, in any manner that dilutes the rights of Netflix, or in any manner that disparages or discredits Netflix. Other trademarks that appear on the Netflix website and user interfaces are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Netflix. Any images of persons or personalities contained on the Netflix website and user interfaces are not an indication or endorsement of Netflix or any particular product or our service unless otherwise indicated.

- **Patents**

The U.S. Patent & Trademark Office issued to Netflix U.S. Patent Nos. 6,584,450 (rental process), 6,966,484 (mailer), 7,024,381 (approach for renting items to customers), 7,401,727 (mailing and response envelope), 7,403,910 and 7,617,127 (estimating user ratings of items), 7,546,252 (managing rental items across multiple locations), 7,568,613 (a mailer envelope with inventory control window), 7,631,323 (sharing rental accounts (Profiles)) and

7,848,968 (processing rental returns). Netflix has other patents pending that apply to the Netflix service and our operations.

Entertainment and Service Content

We distribute movies, television, and other filmed entertainment and we reserve the right to display and promote the filmed entertainment or other information through our service, including our website and user interfaces, to you in any manner we choose in our sole and absolute discretion. In addition, the Netflix service allows you and other third parties to post reviews or comments concerning the entertainment distributed by us. Any opinions, advice, statements, services, offers, or other information that constitutes part of the content expressed or made available by third parties through the Netflix service are those of the respective authors or producers and not of Netflix, or its shareholders, directors, officers, or employees or licensors. Under no circumstances shall Netflix, or its shareholders, directors, officers, directors, or employees or licensors be held liable for any loss or damage caused by your reliance on information obtained through the Netflix service. It is your responsibility to evaluate the information, opinion, advice, or other content available through the Netflix service.

Use of Information Submitted

Netflix is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to questionnaires or through postings to the Netflix service, including the Netflix website and user interfaces, without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Netflix service. Furthermore, by posting any Feedback on our site, submitting Feedback to us, or in responding to questionnaires, you grant us a perpetual, worldwide, non-exclusive, royalty-free irrevocable license, including the right to sublicense such right, and right to display, use, reproduce or modify the Feedback submitted in any media, software or technology of any kind now existing or developed in the future.

Please note Netflix does not accept unsolicited materials or ideas for use or publication, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to Netflix. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against Netflix and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the idea you sent.

Service Testing

From time to time, we test various aspects of our service, including our website, user interfaces, service levels, plans, promotions, features, availability of movies & TV shows, delivery, and pricing, and we reserve the right to include you in or exclude you from these tests without notice.

Customer Service

If you need assistance with your account, you may find answers and reach Customer Service at any time [here](#), where you will find the answers to many frequently asked questions and information on reaching a live Customer Service representative.

In certain instances, Customer Service may best be able to assist you by using a remote access support tool, which will enable us to interact directly with your account. We provide such support service only with your permission and in your presence (via phone and Internet connection). During the time we are providing you with remote access support service, we have full access to your desktop. If you do not want us to have this access, you should not consent to support through the remote access tool, and we will do our best to assist you through other means. The Disclaimers of Warranties and Limitations of Liability set forth in these Terms of Use expressly apply to the use of Customer Service, including any remote desktop access tool. We may utilize the services of third parties in providing you customer service support.

Your Conduct in Accessing the Netflix Service

By accessing the Netflix service, including the Netflix website and user interfaces, you agree to use the Netflix service, including all features and functionalities associated therewith, the website and user interfaces and all content and software associated therewith in accordance with all applicable laws, rules and regulations, including public

performance limitations or other restrictions on use of the service or content therein. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Netflix service. You also agree not to interfere with the servers or networks connected to any portions of the Netflix service or to violate any of the procedures, policies or regulations of networks connected to the Netflix service. You also agree not to impersonate any other person while using the Netflix service, conduct yourself in a vulgar or offensive manner while using the Netflix service, or use the Netflix service for any unlawful purpose.

Limitations on Use

You must be 18 years of age or older to become a member of the Netflix service. In certain jurisdictions, the age of majority may be older than 18, in which case you must satisfy that age in order to become a member. While individuals under the age of 18 may utilize the service, they may do so only with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms of Use. While Netflix does distribute products that may be watched by children, the Netflix service is not intended to be used by children, without involvement, supervision, and approval of a parent or legal guardian (see also "Parental Controls"). Unless otherwise specified, the Netflix service, and any content viewed through our service, are for your personal and non-commercial use only and we grant you a limited, non exclusive, non transferable, license to access the Netflix service for that purpose. Except for the foregoing limited license, no right, title or interest shall be transferred to you. You may not download (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Terms of Use), modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Netflix service, without our express written consent. Netflix does not promote, foster or condone the copying of movies & TV Shows, digitally delivered content, or any other infringing activity. You may not circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Netflix service. You may not frame or utilize any framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Netflix without our express written consent. You may not purchase search terms or use any meta tags or any other "hidden text" utilizing the Netflix name or trademarks without our express written consent. Any unauthorized use of the Netflix service or its contents will terminate the limited license granted by us and will result in the cancellation of your membership.

Links and Pages

Some of the hyperlinks on the Netflix website may lead to other websites or other content that are not controlled by, or affiliated with, Netflix. In addition, other websites may link to the Netflix website or Netflix may include links to the websites of businesses, including those that have associations with us through certain programs. For example, Netflix may include pages that display and provide information on Applications, Netflix ready devices or other products. These pages may provide links to third party sites where Netflix members may obtain or purchase such Applications and devices. Netflix has not reviewed these websites and is not responsible for the offerings of any of these sites or the content, privacy policies or terms of use of these websites or Applications. You acknowledge and agree that Netflix is not responsible or liable for, and does not otherwise warrant, the actions of these third parties, the products or contents on their websites, or the performance of any Applications and devices. These linked websites have separate and independent privacy statements, notices and terms of use, which we recommend you read carefully. You should also refer to the section of these terms titled "Applications" and "How Our Streaming Service Work."

Gifts & Promotions

In certain countries, we may offer Gift Subscriptions for purchase. Gift Subscriptions are issued through NGS Services, Inc., a company incorporated in the state of Oregon, U.S.A. These Gift Subscriptions are sold on our website and are redeemable for the Netflix service only in the country in which the Gift Subscription was purchased. We will automatically bill your Payment Method for any purchased Gift Subscriptions. The purchase of Gift Subscriptions is subject to the terms and conditions set forth on the "[Gift Subscription Purchase](#)" page, and the redemption of Gift Subscriptions is subject to the terms and conditions set forth on the "[Gift Subscription Redemption](#)" page.

In the United States, we also offer Gift Cards for sale through CardFact 25, Inc. These cards are available for purchase from certain retail stores in the United States and can be redeemed on the Netflix website by U.S. residents. Please [click here](#) for more information and to review the complete terms and conditions of the Gift Cards.

Promotional codes may be redeemed on our website at www.netflix.com/code. Promotional code can only be used once and cannot be redeemed for cash, resold or combined with any other offers, including free trial. A valid Payment Method may be required when you redeem the promotion code; however, you will not be charged a membership fee during your complimentary membership period. Netflix will begin to bill your Payment Method for membership plan you are on at the end of your complimentary membership period unless you cancel prior to the end of that period. If you are already a Netflix member, you may be able to apply the value of the promotion code toward your existing Netflix monthly membership. If you received a promotion code through an offer by a third party, additional restrictions may apply.

Claims of Copyright Infringement

It is the policy of Netflix to respect the intellectual property rights of others. Netflix does not condone the unauthorized reproduction or distribution of movies, TV shows, or other copyrighted content. If you believe your work has been reproduced or distributed in a way that constitutes copyright infringement or are aware of any infringing material available through the Netflix service, please notify us by completing the claims form found [here](#).

Please note that we will not be able to respond to customer service or other unrelated issues submitted through the copyright claims form above. For queries that are not related to copyright matters, please see other way to [contact us](#).

Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of the state of Delaware, U.S.A. without regard to conflict of laws provisions. If any provision or provisions of these terms shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and shall remain in full force and effect.

Arbitration Agreement

You and Netflix agree that any dispute, claim or controversy arising out of or relating in any way to the Netflix service, including our website, user interfaces, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Netflix are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your Netflix membership.

If you elect to seek arbitration, you must first send to Netflix, by certified mail, a written Notice of your claim ("Notice"). The Notice to Netflix should be addressed to: General Counsel, Netflix, Inc., 100 Winchester Circle, Los Gatos, CA 95032-1815 ("Notice Address"). If Netflix elects to seek arbitration, it will send, by certified mail, a written Notice to the address used for your membership account. A Notice, whether sent by you or by Netflix, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Netflix and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Netflix may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by Netflix or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If you are required to pay a filing fee, after Netflix receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless Netflix and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. (If you reside outside of the United States, any arbitration hearings will take place in your country of residence at a location reasonably convenient to you, but will remain subject to the AAA Rules including the AAA rules regarding the selection of an arbitrator). If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be

determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Netflix's last written settlement offer made before an arbitrator was selected (or if Netflix did not make a settlement offer before an arbitrator was selected), then Netflix will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

YOU AND NETFLIX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Netflix agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

DVD Plans in the United States

If you are a Netflix member in the United States on a DVD plan, the [DVD Terms and Conditions](#) also apply to your use of the Netflix service.

Effective Date: March 7, 2012

Terms of Use

Overview:

Welcome to Netflix. We are an online subscription service, providing our members with access to motion pictures, television and other audio visual entertainment ("movies & TV shows") streaming over the Internet to certain Internet-connected TV's, computers and other devices ("Netflix ready devices"). We've put together here some detailed terms and conditions. You should read and understand them as they govern your use of our service.

These Terms of Use provide that all disputes between you and Netflix will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the [Arbitration Agreement](#) below for the details regarding your agreement to arbitrate any disputes with Netflix.

These Terms of Use are also a resource for you to get a deeper understanding of how our service works, including the kinds of data we collect, the way we bill, how we interact with you and other useful details about our service. We encourage you to revisit these Terms of Use when you have a question about the service or want to know how something works. For your convenience, we've indexed the Terms of Use so as to help you more easily navigate and access areas of interest. We hope you enjoy your Netflix experience.

Please note that these Terms of Use include embedded hyperlinks that may be accessed only through our website, so if you are reviewing these Terms of Use through certain Netflix ready devices (for example, game consoles or Internet enabled televisions), you may need to visit the website to review these additional hyperlinked terms.

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- [Changes to Terms of Use](#)
- [Privacy and Communications Preferences](#)
- [Membership and Billing](#)
 - [Free Trials](#)
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- [Applications](#)
- [Account Access; Identity Protection](#)
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Acceptance of Terms of Use

These Terms of Use, which include our [Privacy Policy](#) and [End User License Agreement](#) ("EULA") govern your use of the Netflix service, including all features and functionalities, instant streaming, our website and user interfaces, and all content and software associated therewith (the "Netflix service" or "service"). By using, visiting, or browsing the Netflix service, you accept and agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, you should not use the Netflix service, including our website and user interfaces.

These Terms of Use govern your use of the Netflix service and you should read them carefully. The Netflix service is provided by Netflix, Inc., or one of its affiliated companies. The Netflix company that is providing the service to you (referred to as "Netflix" in these Terms of Use) and with whom you are entering into this agreement, depends on the country from which you sign up for the Netflix service. [Click here](#) to see the Netflix company currently serving your region. Check back as the service provider may change from time to time.

Changes to Terms of Use

Netflix reserves the right, from time to time, with or without notice to you, to change these Terms of Use, including the Privacy Policy and EULA, in our sole and absolute discretion. The most current version of these Terms of Use can be reviewed by visiting our website and clicking on "Terms of Use" located at the bottom of the pages of the Netflix website. The most current version of the Terms of Use will supersede all previous versions. We will endeavor to post prior version(s) on our website when the Terms of Use are updated. You can see changes from previous versions of the Terms of Use that we have posted by visiting our website and clicking [here](#).

Privacy and Communications Preferences

Any personally identifying information submitted through the Netflix service is subject to our [Privacy Policy](#), the terms of which are incorporated herein. Please review our Privacy Policy to understand our practices. The date of any changes to our Privacy Policy will be noted at the bottom of the policy. By using our service, you are consenting to receive certain communications from us. For example, Netflix may send you newsletters about new Netflix features, special offers, promotional announcements and customer surveys via email or other methods. If you no longer want to receive certain non-transactional communications from us, simply use your account name and password to access the "Email preferences" link on the "Your Account" page and uncheck those items to unsubscribe or click on the unsubscribe link in our email communications. Please review our Privacy Policy for further detail on our marketing communications. You can also find the unsubscribe instructions there.

By using the Netflix service, you consent to receiving electronic communications from Netflix. These communications will include notices about your account (e.g., change in password or Payment Method, confirmation e-mails and other transactional information) and information concerning or related to our service. These communications are part of your relationship with Netflix and you receive them as part of the Netflix membership. You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Membership and Billing

You can find the specific details regarding your membership with Netflix at anytime by visiting our website and clicking on the "Your Account" link.

- **Free Trials**

Your Netflix membership may start with a free trial. The free trial period of your membership lasts for one month, or as otherwise specified during sign-up. Free trials may not be combined with any other offers. You must have Internet access and a current valid accepted payment method as indicated during sign-up ("Payment Method"), to use our service. If you or another member of your household has been a Netflix member within the last 12 months, or if your Payment Method, physical address or email address have been associated with a Netflix membership, or if you are streaming from a Netflix ready device that has been previously activated on a different Netflix account, you are not eligible to receive a free trial.

We will begin billing your Payment Method for monthly membership fees at the end of the free trial period of your membership unless you cancel prior to the end of the free trial period. To view the specific details of your membership, including monthly membership price and end date of your free trial period, visit our website and click the "Membership Terms and Details" link on the "Your Account" page. Your Payment Method will be authorized for up to approximately one month of service as soon as you register. In some

instances, your available balance or credit limit may be reduced to reflect the authorization; however, no charges will be made against the Payment Method unless you do not cancel prior to the end of your free trial period. You will not receive a notice from us that your free trial period has ended or that the paying portion of your membership has begun. IF YOU CANCEL PRIOR TO THE END OF YOUR FREE TRIAL, THERE WILL BE NO CHARGES TO YOUR PAYMENT METHOD. CLICK THE "YOUR ACCOUNT" LINK AT THE TOP OF ANY NETFLIX WEB PAGE FOR CANCELLATION INSTRUCTIONS. We will continue to bill your Payment Method on a monthly basis for your membership fee until you cancel. You may cancel your membership at anytime; however, there are no refunds or credits for partially used periods.

We may offer a number of membership plans, including special promotional plans or memberships with different limitations. Some of these promotional memberships are offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered membership plans. Unless otherwise stated differently, month or monthly refers to your billing cycle (See "Billing" below).

- **Billing**

By starting your Netflix membership, you are expressly agreeing that we are authorized to charge you a monthly membership fee at the then current rate, and any other charges you may incur in connection with your use of the Netflix service to the Payment Method you provided during registration (or to a different Payment Method if you change your account information). Please note that prices and charges are subject to change with notice. As used in these Terms of Use, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method. The membership fee will be billed at the beginning of the paying portion of your membership and each month thereafter unless and until you cancel your membership. Visit our website and click on the "Membership Terms and Details" link on the "Your Account" page to see the commencement date for your next renewal period. We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your paying membership. Membership charges are fully earned upon payment. In the event your paying membership began on a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you started your Netflix membership or became a paying member on January 31st, your next payment date is February 28th and your Payment Method would be billed on that date. You acknowledge that the amount billed each month may vary from month to month for reasons that may include differing amounts due to promotional offers and/or changing or adding a plan, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or related charges. Check with your bank and credit card issuers for details.

If you are eligible, and have signed up for a free trial, your Payment Method will be authorized for up to approximately one month of service during free trials; however, no charges will be made against the Payment Method unless you do not cancel prior to the end of your free trial period. We may also periodically authorize your card in anticipation of membership or related charges. Membership fees and charges are fully earned upon payment. PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes by email. If you want to use a different Payment Method or if there is a change in Payment Method, such as your credit card validity or expiration date, you may edit your Payment Method information by visiting our website and clicking on the "Your Account" link, available at the top of the pages of the Netflix website. If your Payment Method reaches its expiration date and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you authorize us to continue billing that Payment Method and you remain responsible for any uncollected amounts. If you signed up for Netflix using your iTunes account as your Payment Method and wish to cancel your Netflix membership at any time, including during your free trial, you will need to do so by visiting your iTunes account and turning off auto-renew. You may also find billing information about your Netflix membership by visiting your iTunes account.

- **Ongoing Membership**

Your Netflix membership, which may start with a free trial portion, will continue month-to-month unless and until you cancel your membership or we terminate it. You must cancel your membership before it renews each month in order to avoid billing of the next month's membership fees to your Payment Method. We will bill the monthly membership fee to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information). Membership fees are fully earned upon payment.

- **Cancellation**

You may cancel your Netflix membership at any time. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH MEMBERSHIP PERIODS OR UNWATCHED MOVIES OR TV SHOWS. To cancel, visit our website and click on "Cancel Membership" on the "Your Account" page and follow the instructions for cancellation under the heading "Cancel Membership."

Right to Terminate

We reserve the right to terminate or restrict your use of our service, without notice, for any or no reason whatsoever.

How Our Streaming Service Works

Netflix is an online subscription service providing its members with access to movies & TV shows streaming over the Internet to Netflix ready devices. These devices are manufactured and sold by entities other than Netflix. To see partners who offer Netflix ready devices you may use to access our service, [click here](#).

We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we operate our service. Any description of how our service works should not be considered a representation or obligation with respect to how the service will always work. We are constantly making adjustments to our service and often these adjustments are not completely captured within these Terms of Use.

Availability. The availability of movies & TV shows to instantly watch will change from time to time, and from country to country. The quality of the display of the streaming movies & TV shows may vary from computer to computer, and device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. Netflix streams a little bit of data as a buffer each time you start a movie or TV show. Frequently starting and stopping movies & TV shows will result in a minor increase to the amount of data Netflix streams to you per hour. In most cases this will be less than a few minutes worth. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. Netflix makes no representations or warranties about the quality of your instant watching experience on your display. You may change the video quality of your instant watching experience by going into the "Your Account" link on the website.

For certain membership plans in the United States with limited hours of instant watching, any unused instant watching time will not roll-over to your next period or otherwise accumulate. If you reach your watch instantly limit while a selected movie or TV show is playing, you are able to complete that movie or TV show provided that you continuously watch it to completion. The number of movies & TV shows you are able to watch instantly during each billing period depends on the length of each movie or TV show you select and whether you watch them to completion. Any repeated instant watching of a movie or TV show, in whole or in part, will count towards your total watch instantly time.

Start Time: The time it takes to begin watching a movie or TV show instantly will vary based on a number of factors, including your location, available bandwidth at the time, the movie or TV show you have selected and the configuration of your Netflix ready device. For example, high-speed action scenes or special effects at the opening of a movie or TV show may slightly delay its start time. In addition, you must be connected to the Internet throughout the watch instantly experience.

Personal Computer Requirements and Device Limitations: To enjoy watching instantly via your personal computer, your equipment must satisfy certain system requirements. [Click here](#) to view the various system requirements. To see partners who offer Netflix ready devices you may use to access our service, [click here](#). YOU MAY INSTANTLY WATCH ON UP TO SIX UNIQUE AUTHORIZED NETFLIX READY DEVICES. YOU WILL BE ALLOWED TO INSTANTLY WATCH SIMULTANEOUSLY ON TWO SUCH DEVICES AT ANY GIVEN TIME. For certain membership plans, you may instantly watch simultaneously on additional Netflix ready devices within your household. Go to “Your Account” page on the Netflix website to view the number of devices on which you may simultaneously view movies & TV shows that are associated with your plan. The number of devices and concurrent streams may change without notice to you. For certain limited membership plans in the United States, your available Netflix ready device may be limited to personal computers.

Geographic Limitation: You may instantly watch a movie or TV show through the Netflix service only in geographic locations where we offer our service and have licensed such movie or TV show. The content that may be available to watch will vary by geographic location. Netflix will use technologies to verify your geographic location.

Netflix streaming software: Netflix streaming software is developed by, or for, Netflix and is designed to enable instant streaming of content from Netflix through Netflix ready devices. This software may vary by device and medium, and functionalities may also differ between devices. For example, this software may be embedded in a Netflix ready device or we may offer this software to be downloaded onto a device such as the Apple iPad, or the software may also be available on an optical media disc to be inserted into disc drives of certain devices. This software is licensed to you by Netflix pursuant to these Terms of Use and solely for the purpose of using the Netflix service and for no other purpose whatsoever. WE DO NOT WARRANT THE PERFORMANCE OF THIS SOFTWARE, INCLUDING ITS CONTINUING COMPATIBILITY WITH OUR SERVICE. Please refer to the Disclaimers of Warranties and Limitations of Liability set forth in these Terms of Use. You may not copy or reproduce the software nor may you decompile, reverse engineer, disassemble, modify or creative derivative works of any of the software, or any portion thereof. Any unauthorized use of the software is strictly prohibited and Netflix reserves the right to not provide the software (including updates) to you at any time and to discontinue the ability to access the Netflix service through such software at any time, without prior or any notice.

END USER LICENSE AGREEMENT: BY USING OUR SERVICE, YOU ACKNOWLEDGE AND AGREE (1) TO THE NETFLIX SOFTWARE END USER LICENSE AGREEMENT [FOUND HERE](#) AS SUCH MAY BE AMENDED OR ADDED TO FROM TIME TO TIME AND (2) TO RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE NETFLIX AND RELATED THIRD-PARTY SOFTWARE. IF YOU DO NOT ACCEPT THE FOREGOING TERMS, DO NOT USE OUR SERVICE.

We do not warrant that any of the software used and or licensed in connection with our service will be compatible with other third party software nor do we warrant that operation of our service and the associated software will not damage or disrupt other software or hardware. In addition, Netflix ready devices are manufactured and sold by entities other than Netflix. A Netflix ready

device is any electronics equipment that is authorized to decode and capable of decoding movies & TV shows that are transmitted over the Internet by Netflix. These devices may include mobile devices, stand alone set-top boxes, Internet connected Blu-ray DVD players, Internet-connected HDTVs, and game consoles. AS SUCH, WE DO NOT TAKE RESPONSIBILITY OR OTHERWISE WARRANT THE PERFORMANCE OF THESE DEVICES, INCLUDING THE CONTINUING COMPATIBILITY OF THE DEVICE WITH OUR SERVICE. By using our service, you agree to look solely to the entity that manufactured and/or sold you the device for any issues related to the device and its compatibility with the Netflix service. Any issues related to our service, including any system requirements, are covered and limited by these Terms of Use. Please refer to the Disclaimers of Warranties and Limitations of Liability set forth in these Terms of Use.

In response to requests from content providers, or due to technical limitations, or for any reason in our sole and absolute discretion, and without prior notice to you, some or all movies & TV shows may not be watched, or may cease to be available for watching instantly, through our service on some Netflix ready devices.

Features & Functionality

- **Social Media**

For members in certain countries, you can connect your Netflix account to Facebook. If you choose to connect, you'll be able to take advantage of various social features as part of the Netflix service, as well as features available on Facebook. These features are designed to share information with others - the essence of social media. For example, your friends and others who have access to view information about you on Facebook will be able to see (on Facebook and on Netflix) that you're a Netflix member as well as what you've watched, and other information about your use of the Netflix service. You'll also be able to see similar information about your Facebook friends who are connected with Netflix. In addition, Netflix may personalize and otherwise enhance your experience based on your Facebook information, such as your basic information, and "Likes." Please pay careful attention to your Facebook Connect settings in "Your Account" as well as your Privacy Settings in Facebook which will impact this feature and may give you some control over the information that is shared and who it is shared with. Also, please see our Privacy Policy to learn more about the scope, extent and uses of information we gather. Please note that your privacy settings on Facebook do not control information disclosure on Netflix. As a result, if you choose to connect your Facebook and Netflix accounts and enable sharing, then all of your Facebook friends who are also connected will be able to see your Netflix activity when they use Netflix, unless you choose to hide a specific title.

Please note that only one Facebook account can be connected to each Netflix account. All Netflix account activity will be posted automatically to the Facebook account that is connected to Netflix unless you use the "don't share / unshare" feature currently available on most devices. You can hide a movie or TV show during playback on most devices using the playback controls while instantly watching the movie or TV show. You can also "unshare" by visiting a movie or TV show details page on the Netflix website. If you

have authorized more than one member of your household to use your Netflix account, it is possible that their Netflix activity may be posted to your Facebook account or be visible to your Facebook friends using the Netflix service.

While we hope that you find the Facebook Connect feature to be a great way to share information, including discovering new movies & TV shows, you may nonetheless disconnect your accounts at any time by clicking on the "Your Account" link, selecting the "Manage Facebook Connect" link (located in the Preferences section) and then selecting "Disconnect." Facebook may also offer ways to manage the information you share with Netflix. See the Facebook website for details.

BY CONNECTING YOUR NETFLIX ACCOUNT TO YOUR FACEBOOK ACCOUNT, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE CONSENTING TO THE CONTINUOUS RELEASE OF INFORMATION ABOUT YOU TO OTHERS, INCLUDING TO FACEBOOK. IF YOU DO NOT WANT INFORMATION ABOUT YOU, INCLUDING INFORMATION SUCH AS YOUR MOVIE & TV SHOW ACTIVITY, TO BE SHARED IN THIS MANNER, DO NOT USE THE FACEBOOK CONNECT FEATURE. We and Facebook are continually making changes and improvements to this feature, and therefore the available features and information that is shared may change from time to time. These changes may take place without notice to you and may not be described in these Terms of Use.

- **Member Reviews**

We permit you to post reviews of movies & TV shows available through the Netflix service. We do not regularly review the content posted on the Netflix website; however, we reserve the right to reject, remove or edit such content at anytime without notice. Reviews should not be posted that contain: harsh, profane or discriminatory language; illegal, obscene, threatening, defamatory or otherwise objectionable content; URLs, phone numbers, mailing or e-mail addresses, personal attacks on the movie's or TV show's creative personnel; misleading information regarding the origin of the content; or a discussion of Netflix policies or services. Please click on the "Reviews" link that appears on the Netflix website for a link to guidelines for writing and posting member reviews. You understand and agree that we may, but are not obligated to, review the content and may delete or remove it (without notice) in our sole and absolute discretion, for any reason or no reason. Please also see "Use of Information Submitted" below.

WHEN YOU HAVE SUBMITTED A REVIEW, WE WILL DISPLAY YOUR RATING OF MOVIES & TV SHOWS. BY SUBMITTING A REVIEW, YOU UNDERSTAND AND AGREE THAT YOU ARE CONSENTING TO THE RELEASE OF ALL INFORMATION PROVIDED IN YOUR REVIEW, INCLUDING YOUR RATING OF A MOVIE OR TV SHOW, TO A PUBLIC FORUM, INCLUDING OTHER MEMBERS OF, AND VISITORS TO, THE NETFLIX SERVICE. IF YOU DO NOT WANT YOUR REVIEWS TO BE SHARED IN A PUBLIC FORUM, DO NOT USE THE REVIEW FEATURE.

If you no longer wish to have your reviews publicly posted, you may delete them by going into the "Your Account" link on the website and selecting "Reviews". Use of the Reviews feature is for your personal, non-commercial use and is at your own option and risk. The Reviews feature may change without notice to you and the degrees of associated information sharing and functionality may also change without notice.

- **Passwords**

The member who created the Netflix account and whose Payment Method is charged is referred to here as the Account Owner. The Account Owner has access and control over the Netflix account. The Account Owner's control is exercised through use of the Account Owner's password and therefore to maintain exclusive control, the Account Owner should not reveal the password to anyone. In addition, if the Account Owner wishes to prohibit others from contacting Netflix Customer Service and potentially altering the Account Owner's control, the Account Owner should not reveal the Payment Method details (e.g., last four digits of their credit or debit card, or their email address if they use PayPal) associated with their account.

BY SHARING THE NETFLIX SERVICE PASSWORD, THE ACCOUNT OWNER AGREES TO BE RESPONSIBLE FOR ASSURING THAT HOUSEHOLD MEMBERS COMPLY WITH THE TERMS OF USE AND SUCH ACCOUNT OWNER SHALL BE RESPONSIBLE FOR THE ACTIONS OF THE HOUSEHOLD MEMBERS.

- **Parental Controls**

Account Owners who wish to limit the maturity level of movies & TV shows viewable by other household members (e.g. available for their children) can go to the "Change parental control setting" link on the "Your Account" page of the website and set parental controls. If you have set a maturity restriction on your Netflix ready device, that setting does not apply to the Netflix service. To limit the maturity level of movies & TV shows viewable from your Netflix account, you must set the parental controls on the "Your Account" page. Please allow up to 8 hours for changes to the parental control setting to apply to your Netflix ready devices.

Please note however, the Netflix service is not intended to be used by children without involvement, supervision, and approval of a parent or legal guardian. Therefore, if an Account Owner sets parental controls, the Account Owner should not reveal the account password to the child.

Setting a maturity restriction will block movies & TV shows with more mature ratings from streaming online, and will prohibit previews for the restricted movies & TV shows from displaying, but the user will be presented with the title and title art of the movie, or TV show, and the synopsis that is provided. We reserve the right to modify, including removing, the parental controls feature at any time without notice.

- **Feeds**

Members from certain countries may have access to RSS feeds as a convenient way to pass information about your Netflix account or that is publicly available on the Netflix site to your RSS reader or an RSS-associated website of your choice. RSS stands for Really Simple Syndication. It allows information to be published in a standard XML format that can be accessed via a URL. Netflix may also choose, at any time, to provide feeds in other formats, such as Atom. All use of the RSS and other feeds ("Feeds"), including obtaining a Feed from the Netflix website or receiving it into an application or website or displaying the content received from such Feeds, is at your own option and risk, and is covered by the Terms of Use for the Netflix Feeds, [found here](#). By using the Netflix Feeds, you agree to be bound by the Terms of Use for Netflix Feeds. In particular, you acknowledge and agree that you are consenting to the information about your account being transferred to the location of the Feed as enabled by you and that your use of a Feed may cause personally identifying information to be associated with you, even if such information is not provided by the Feed.

Applications

You may encounter third-party applications (including, without limitation, websites, widgets, software, or other software utilities) ("Application(s)") that interact with the Netflix service. These Applications may import data related to your Netflix account and activity and otherwise gather data from you. These Applications are provided solely as a convenience to you, and Netflix is not responsible for and does not endorse the content of such Applications. SUCH APPLICATIONS ARE OWNED OR OPERATED BY THIRD PARTIES THAT ARE NOT RELATED TO, ASSOCIATED WITH OR SPONSORED BY NETFLIX AND MAY NOT BE AUTHORIZED FOR USE WITH OUR SERVICE IN ALL COUNTRIES. Some of these Applications may even use Netflix trademarks. Unless otherwise noted by Netflix on the Netflix website, Netflix is not responsible for and does not endorse the content of such Applications. You will need to make your own independent judgment regarding your interaction with these Applications. If you choose, at your sole and absolute discretion and risk, to use an Application, such Application may interact with, connect to or gather and/or pull information from and to your Netflix account. By using such Applications, you acknowledge and agree to the following: (i) if you use an Application to share information relating to your Netflix account, you are consenting to the information about your account being shared; (ii) your use of an Application may cause personally identifying information to be publicly disclosed and/or associated with you, even if Netflix has not provided such information; and (iii) your USE OF AN APPLICATION IS AT YOUR OWN OPTION AND RISK, and you will hold Netflix harmless for the sharing of information relating to your Netflix account that results from your use of an Application. You must read all log-in boxes and other pop-up boxes closely for notices about sharing your Netflix account information with, through or by any other means identified on an Application. In addition, the Application's end user license agreement, terms of use, and/or any other documentation or materials designated by the Application will govern your use of that Application. It is possible that you may be able to revoke an Application's access to your Netflix account at any time, but information shared prior to revocation may continue to be viewable within, or otherwise continue to be used by, the Application depending on the policies of such Application. If you have any questions, concerns, complaints, or claims about the Applications, you should contact the support or contact personnel of the Application and not Netflix, unless

otherwise indicated by Netflix. NETFLIX DISCLAIMS ALL LIABILITY ARISING FROM YOUR USE OF APPLICATIONS.

Account Access; Identity Protection

In order to provide you with ease of access to your account and to help administer the Netflix service, Netflix implements technology that enables us to recognize you as the account holder and provide you with direct access to your account without requiring you to retype any password or other user identification when you revisit the Netflix service. You are responsible for updating and maintaining the truth and accuracy of the information you provide to us relating to your account.

You are also responsible for maintaining the confidentiality of your account and password and for restricting access to your Netflix ready device. If you disclose your password to anyone or share your account and/or devices with other people, you take full responsibility for their actions. Where possible, users of public or shared devices should log out at the completion of each visit. If you sell or return a Netflix ready device, you should logout and/or deactivate the device before doing so. Similarly, if your Netflix ready device is lost or stolen, please deactivate the Netflix ready device. If you fail to log out or deactivate your device, subsequent users may access the Netflix service through your account and may be able to access certain of your account information. To deactivate a device, go to [Manage Netflix ready devices and computers](#).

If you find that you're a victim of identity theft and it involves a Netflix account, you should notify Customer Service. Then, you should report this instance to all your card issuers, as well as your local law enforcement agency. Also, you should be mindful of any communication requesting that you submit credit card or other account information. Providing your information in response to these types of communications can result in identity theft. Always access your sensitive account information by going directly to the Netflix website and not through a hyperlink in an email or any other electronic communication, even if it looks official. Netflix reserves the right to place any account on hold anytime with or without notification to the member in order to protect itself and its partners from what it believes to be fraudulent activity. Netflix is not obligated to credit or discount a membership for holds placed on the account by either a representative of Netflix or by the automated processes of Netflix.

Disclaimers of Warranties and Limitations on Liability

THE NETFLIX SERVICE, INCLUDING OUR WEBSITE AND USER INTERFACES, AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE NETFLIX SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. WE AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE NETFLIX SERVICE, OUR WEBSITE AND USER INTERFACES, AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH. NETFLIX DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE NETFLIX SERVICE WILL BE

UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT NETFLIX MAY ELIMINATE OR OTHERWISE MODIFY ANY OR ALL ASPECTS OF THE NETFLIX SERVICE, INCLUDING FEATURES, WITHOUT COMPENSATION OR NOTICE TO YOU. NETFLIX SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF APPLICATIONS, NETFLIX READY DEVICES, AND NETFLIX SOFTWARE (INCLUDING THEIR CONTINUING COMPATIBILITY WITH OUR SERVICE). Without limiting the foregoing, we and our licensors assume no liability or responsibility for any of the following: (i) errors or omissions in the content delivered by the Netflix service or on the Netflix website or user interfaces; (ii) recommendations or advice of Customer Service; (iii) any failure or interruption in the availability of the Netflix service and/or website or user interfaces, (iv) delivery and or display of any content contained on the Netflix website, user interfaces, or otherwise through the Netflix service; and (vii) any losses or damages arising from the use of the content provided on the Netflix website, user interfaces, or otherwise through the Netflix service itself, including any losses or damages arising from downloading of related software, downloading and/or use of any other software, including the remote desktop tool offered by Customer Service, optical media discs or any conduct by users of the Netflix service, website or user interfaces. TO THE EXTENT ALLOWABLE BY LAW, WE AND OUR LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. In addition, we do not represent or warrant that the information accessible via our site is accurate, complete or current. We do not make any representations with respect to the content contained on movies &TV shows from the Netflix service or the descriptions of any movie or TV show content contained on our website and user interfaces. We do not represent or guarantee that your use of the Netflix service will be free from interruption, loss, corruption, attack, viruses, interference, hacking, or other security intrusion and we disclaim any liability with respect thereto. No oral or written information or advice given by us or our authorized representative shall create a warranty or otherwise constitute a representation binding upon Netflix or its affiliated parties.

IN NO EVENT SHALL NETFLIX, OR ITS SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE NETFLIX SERVICE, OUR WEBSITE AND USER INTERFACES, AND ALL CONTENTS AND SOFTWARE ASSOCIATED THEREWITH, OR OTHERWISE RELATED TO THE NETFLIX SERVICE, INCLUDING ANY OPTICAL MEDIA DISCS, FEATURES OR FUNCTIONALITIES ASSOCIATED THEREWITH. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES FOR LOSSES ARISING FROM THE USE OR INABILITY TO USE THE NETFLIX SERVICE, INCLUDING OUR WEBSITE AND USER INTERFACES, AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE MONTH'S

MEMBERSHIP FEE ON YOUR MEMBERSHIP PLAN. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION OR OTHER SECTIONS OF THESE TERMS OF USE, INCLUDING ANY PORTION OF THE PRIVACY POLICY OR THE EULA, TO BE UNENFORCEABLE, THEN THOSE PORTIONS DEEMED UNENFORCEABLE SHALL BE SEVERED AND THE TERMS OF USE SHALL BE ENFORCED ABSENT THOSE PROVISIONS AND ANY LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

NETFLIX MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING NETFLIX READY DEVICES OR THE COMPATIBILITY OF THE DEVICE WITH OUR SERVICE. Additional disclaimers or limitations of liability may be contained in the various third party software end user license agreements you may have agreed to in order to access our service. [Click here](#) to view the Netflix End User License Agreement.

Intellectual Property

- **Copyright**

The Netflix service, including all content included on the Netflix website and user interfaces, or delivered to members as part of the service, including, but not limited to, movies & TV shows you can watch instantly, text, graphics, logos, designs, photographs, button icons, images, audio/video clips, digital downloads, data compilations, and software, are the property of Netflix or its licensors and are protected by United States and international copyright, trade secret or other intellectual property laws and treaties. The compilation of all content and any software or other materials provided by Netflix on our website and user interfaces, or in connection with the Netflix service are the exclusive property of Netflix and its licensors and are protected by the copyright and trade secret laws in the territories in which the Netflix service operates and by international treaty provisions. Content shall not be reproduced or used without express written permission from Netflix or its licensors. You agree to adhere to the restrictions set forth under "Netflix streaming software" and "Limitations on Use." You agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the Netflix service, not to insert any code or product or manipulate the content of the Netflix service in any way, and not to use any data mining, data gathering or extraction method. Netflix reserves the right to terminate your membership hereunder if Netflix, in its sole and absolute discretion, believes that you are in violation of Netflix software restrictions, restrictions against copying movies & TV shows provided to you by us, or other unauthorized copying or use of our proprietary content in violation of the copyrights of Netflix and its licensors. Netflix does not promote, foster or condone the copying of movies & TV shows or any other infringing activity. The use of the Netflix service, including movies & TV shows made available to you by us, is solely for your personal and non-commercial use. Please see the instructions at the end of these Terms of Use for notifying us of the presence of any allegedly infringing content of the Netflix service, including any on the Netflix website and user interfaces.

- **Trademarks**

Netflix is a registered trademark of Netflix. The Netflix logo, Netflix.com, Profiles, and CineMatch are trademarks or service marks of Netflix. The Netflix website and user interfaces, including but not limited to its graphics, logos, page headers, button icons, scripts and service names constitute trade dress of Netflix, Inc. The trademarks, service marks and trade dress of Netflix may not be used or reproduced without prior written approval from Netflix and may not be used in connection with any product or service that is not affiliated with Netflix, in any manner that is likely to cause confusion among customers, in any manner that dilutes the rights of Netflix, or in any manner that disparages or discredits Netflix. Other trademarks that appear on the Netflix website and user interfaces are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Netflix. Any images of persons or personalities contained on the Netflix website and user interfaces are not an indication or endorsement of Netflix or any particular product or our service unless otherwise indicated.

- **Patents**

The U.S. Patent & Trademark Office issued to Netflix U.S. Patent Nos. 6,584,450 (rental process), 6,966,484 (mailer), 7,024,381 (approach for renting items to customers), 7,401,727 (mailing and response envelope), 7,403,910 and 7,617,127 (estimating user ratings of items), 7,546,252 (managing rental items across multiple locations), 7,568,613 (a mailer envelope with inventory control window), 7,631,323 (sharing rental accounts (Profiles)) and 7,848,968 (processing rental returns). Netflix has other patents pending that apply to the Netflix service and our operations.

Entertainment and Service Content

We distribute movies, television, and other filmed entertainment and we reserve the right to display and promote the filmed entertainment or other information through our service, including our website and user interfaces, to you in any manner we choose in our sole and absolute discretion. In addition, the Netflix service allows you and other third parties to post reviews or comments concerning the entertainment distributed by us. Any opinions, advice, statements, services, offers, or other information that constitutes part of the content expressed or made available by third parties through the Netflix service are those of the respective authors or producers and not of Netflix, or its shareholders, directors, officers, or employees or licensors. Under no circumstances shall Netflix, or its shareholders, directors, officers, directors, or employees or licensors be held liable for any loss or damage caused by your reliance on information obtained through the Netflix service. It is your responsibility to evaluate the information, opinion, advice, or other content available through the Netflix service.

Use of Information Submitted

Netflix is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to questionnaires or through postings to the Netflix service, including the Netflix website and user interfaces, without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Netflix service. Furthermore, by posting any Feedback on our site, submitting Feedback to us, or in responding to questionnaires, you grant us a perpetual, worldwide, non-exclusive, royalty-free irrevocable license, including the right to sublicense such right, and right to display, use, reproduce or modify the Feedback submitted in any media, software or technology of any kind now existing or developed in the future.

Please note Netflix does not accept unsolicited materials or ideas for use or publication, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to Netflix. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against Netflix and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the idea you sent.

Service Testing

From time to time, we test various aspects of our service, including our website, user interfaces, service levels, plans, promotions, features, availability of movies & TV shows, delivery, and pricing, and we reserve the right to include you in or exclude you from these tests without notice.

Customer Service

If you need assistance with your account, you may find answers and reach Customer Service at any time [here](#), where you will find the answers to many frequently asked questions and information on reaching a live Customer Service representative.

In certain instances, Customer Service may best be able to assist you by using a remote access support tool, which will enable us to interact directly with your account. We provide such support service only with your permission and in your presence (via phone and Internet connection). During the time we are providing you with remote access support service, we have full access to your desktop. If you do not want us to have this access, you should not consent to support through the remote access tool, and we will do our best to assist you through other means. The Disclaimers of Warranties and Limitations of Liability set forth in these Terms of Use expressly apply to the use of Customer Service, including any remote desktop access tool. We may utilize the services of third parties in providing you customer service support.

Your Conduct in Accessing the Netflix Service

By accessing the Netflix service, including the Netflix website and user interfaces, you agree to use the Netflix service, including all features and functionalities associated therewith, the website

and user interfaces and all content and software associated therewith in accordance with all applicable laws, rules and regulations, including public performance limitations or other restrictions on use of the service or content therein. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Netflix service. You also agree not to impersonate any other person while using the Netflix service, conduct yourself in a vulgar or offensive manner while using the Netflix service, or use the Netflix service for any unlawful purpose.

You agree that all of the foregoing restrictions apply not only to the Netflix service, but also to the servers and networks connected to any portions of the Netflix service whether operated by Netflix or third parties ("Networks"). You agree not to interfere with Networks, violate any of the procedures, policies or regulations applicable to Networks, use Networks in a way that harms or impairs anyone else's use of Networks, use Networks to gain unauthorized access to any service, data, account or other networks, use Networks to falsify any protocol or email header information (e.g., "spoofing"), use Networks to send "spam" (i.e., unsolicited bulk email or commercial messages) or items of a destructive or deceptive nature, or remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into Networks.

Limitations on Use

You must be 18 years of age or older to become a member of the Netflix service. In certain jurisdictions, the age of majority may be older than 18, in which case you must satisfy that age in order to become a member. While individuals under the age of 18 may utilize the service, they may do so only with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms of Use. While Netflix does distribute products that may be watched by children, the Netflix service is not intended to be used by children, without involvement, supervision, and approval of a parent or legal guardian (see also "Parental Controls"). Unless otherwise specified, the Netflix service, and any content viewed through our service, are for your personal and non-commercial use only and we grant you a limited, non exclusive, non transferable, license to access the Netflix service for that purpose. Except for the foregoing limited license, no right, title or interest shall be transferred to you. You may not download (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Terms of Use), modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Netflix service, without our express written consent. Netflix does not promote, foster or condone the copying of movies & TV Shows, digitally delivered content, or any other infringing activity. You may not circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Netflix service. You may not frame or utilize any framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Netflix without our express written consent. You may not purchase search terms or use any meta tags or any other "hidden text" utilizing the Netflix name or trademarks without our express written consent. Any unauthorized use of the Netflix service or its contents will terminate the limited license granted by us and will result in the cancellation of your membership.

Links and Pages

Some of the hyperlinks on the Netflix website may lead to other websites or other content that are not controlled by, or affiliated with, Netflix. In addition, other websites may link to the Netflix website or Netflix may include links to the websites of businesses, including those that have associations with us through certain programs. For example, Netflix may include pages that display and provide information on Applications, Netflix ready devices or other products. These pages may provide links to third party sites where Netflix members may obtain or purchase such Applications and devices. Netflix has not reviewed these websites and is not responsible for the offerings of any of these sites or the content, privacy policies or terms of use of these websites or Applications. You acknowledge and agree that Netflix is not responsible or liable for, and does not otherwise warrant, the actions of these third parties, the products or contents on their websites, or the performance of any Applications and devices. These linked websites have separate and independent privacy statements, notices and terms of use, which we recommend you read carefully. You should also refer to the section of these terms titled "Applications" and "How Our Streaming Service Work."

Gifts & Promotions

In certain countries, we may offer Gift Subscriptions for purchase. These Gift Subscriptions are sold on our website and are redeemable for the Netflix service only in the country in which the Gift Subscription was purchased. We will automatically bill your Payment Method for any purchased Gift Subscriptions. The purchase of Gift Subscriptions is subject to the terms and conditions set forth on the "[Gift Subscription Purchase](#)" page, and the redemption of Gift Subscriptions is subject to the terms and conditions set forth on the "[Gift Subscription Redemption](#)" page.

In the United States, we also offer Gift Cards for sale through CardFact 25, Inc. These cards are available for purchase from certain retail stores in the United States and can be redeemed on the Netflix website by U.S. residents. Please [click here](#) for more information and to review the complete terms and conditions of the Gift Cards.

Promotional codes may be redeemed on our website at www.netflix.com/code. Promotional code can only be used once and cannot be redeemed for cash, resold or combined with any other offers, including free trial. If you received a promotion code through an offer by a third party, additional restrictions may apply.

Claims of Copyright Infringement

It is the policy of Netflix to respect the intellectual property rights of others. Netflix does not condone the unauthorized reproduction or distribution of movies, TV shows, or other copyrighted content. If you believe your work has been reproduced or distributed in a way that constitutes copyright infringement or are aware of any infringing material available through the Netflix service, please notify us by completing the claims form found [here](#).

Please note that we will not be able to respond to customer service or other unrelated issues submitted through the copyright claims form above. For queries that are not related to copyright matters, please see other way to [contact us](#).

Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of the state of Delaware, U.S.A. without regard to conflict of laws provisions. If any provision or provisions of these terms shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and shall remain in full force and effect.

Arbitration Agreement

You and Netflix agree that any dispute, claim or controversy arising out of or relating in any way to the Netflix service, including our website, user interfaces, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Netflix are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your Netflix membership.

If you elect to seek arbitration, you must first send to Netflix, by certified mail, a written Notice of your claim ("Notice"). The Notice to Netflix should be addressed to: General Counsel, Netflix, Inc., 100 Winchester Circle, Los Gatos, CA 95032-1815 ("Notice Address"). If Netflix elects to seek arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by Netflix, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Netflix and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Netflix may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by Netflix or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If you are required to pay a filing fee, after Netflix receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this

arbitration agreement. Unless Netflix and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. (If you reside outside of the United States, any arbitration hearings will take place in your country of residence at a location reasonably convenient to you, but will remain subject to the AAA Rules including the AAA rules regarding the selection of an arbitrator). If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Netflix's last written settlement offer made before an arbitrator was selected (or if Netflix did not make a settlement offer before an arbitrator was selected), then Netflix will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

YOU AND NETFLIX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Netflix agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

DVD Plans in the United States

If you are a Netflix member in the United States on a DVD plan, the [DVD Terms and Conditions](#) also apply to your use of the Netflix service.

Effective Date: September 14, 2012

Terms of Use

Overview:

Welcome to Netflix. We are an online subscription service, providing our members with access to motion pictures, television and other audio visual entertainment ("movies & TV shows") streaming over the Internet to certain Internet-connected TV's, computers and other devices ("Netflix ready devices"). We've put together here some detailed terms and conditions. You should read and understand them as they govern your use of our service.

These Terms of Use provide that all disputes between you and Netflix will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the [Arbitration Agreement](#) below for the details regarding your agreement to arbitrate any disputes with Netflix.

These Terms of Use are also a resource for you to get a deeper understanding of how our service works, including the kinds of data we collect, the way we bill, how we interact with you and other useful details about our service. We encourage you to revisit these Terms of Use when you have a question about the service or want to know how something works. For your convenience, we've indexed the Terms of Use so as to help you more easily navigate and access areas of interest. We hope you enjoy your Netflix experience.

Please note that these Terms of Use include embedded hyperlinks that may be accessed only through our website, so if you are reviewing these Terms of Use through certain Netflix ready devices (for example, game consoles or Internet enabled televisions), you may need to visit the website to review these additional hyperlinked terms.

- [Acceptance of Terms of Use](#)
- [Changes to Terms of Use](#)
- [Privacy and Communications Preferences](#)
- [Membership and Billing](#)
 - [Free Trials](#)
 - [Billing](#)
 - [Ongoing Membership](#)
 - [Cancellation](#)
- [Right to Terminate](#)
- [How Our Streaming Service Works](#)
- [Features & Functionality](#)
 - [Social Media](#)
 - [Member Reviews](#)
 - [Passwords](#)
 - [Parental Controls](#)
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Acceptance of Terms of Use

These Terms of Use, which include our [Privacy Policy](#) and [End User License Agreement](#) ("EULA") govern your use of the Netflix service, including all features and functionalities, instant streaming, our website and user interfaces, and all content and software associated therewith (the "Netflix service" or "service"). By using, visiting, or browsing the Netflix service, you accept and agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, you should not use the Netflix service, including our website and user interfaces.

These Terms of Use govern your use of the Netflix service and you should read them carefully. The Netflix service is provided by Netflix, Inc., or one of its affiliated companies. The Netflix company that is providing the service to you (referred to as "Netflix" in these Terms of Use) and with whom you are entering into this agreement, depends on the country from which you sign up for the Netflix service. [Click here](#) to see the Netflix company currently serving your region. Check back as the service provider may change from time to time.

Changes to Terms of Use

Netflix reserves the right, from time to time, with or without notice to you, to change these Terms of Use, including the Privacy Policy and EULA, in our sole and absolute discretion. The most current version of these Terms of Use can be reviewed by visiting our website and clicking on "Terms of Use" located at the bottom of the pages of the Netflix website. The most current version of the Terms of Use will supersede all previous versions. We will endeavor to post prior version(s) on our website when the Terms of Use are updated. You can see changes from previous versions of the Terms of Use that we have posted by visiting our website and clicking [here](#).

Privacy and Communications Preferences

Any personally identifying information submitted through the Netflix service is subject to our [Privacy Policy](#), the terms of which are incorporated herein. Please review our Privacy Policy to understand our practices. The date of any changes to our Privacy Policy will be noted at the bottom of the policy. By using our service, you are consenting to receive certain communications from us. For example, Netflix may send you newsletters about new Netflix features, special offers, promotional announcements and customer surveys via email or other methods. If you no longer want to receive certain non-transactional communications from us, simply use your account name and password to access the "Email preferences" link on the "Your Account" page and uncheck those items to unsubscribe or click on the unsubscribe link in our email communications. Please review our Privacy Policy for further detail on our marketing communications. You can also find the unsubscribe instructions there.

By using the Netflix service, you consent to receiving electronic communications from Netflix. These communications will include notices about your account (e.g., change in password or Payment Method, confirmation e-mails and other transactional information) and information concerning or related to our service. These communications are part of your relationship with Netflix and you receive them as part of the Netflix membership. You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Membership and Billing

You can find the specific details regarding your membership with Netflix at anytime by visiting our website and clicking on the "Your Account" link.

- **Free Trials**

Your Netflix membership may start with a free trial. The free trial period of your membership lasts for one month, or as otherwise specified during sign-up. Free trials may not be combined with any other offers. You must have Internet access and a current valid accepted payment method as indicated during sign-up ("Payment Method"), to use our service. If you or another member of your household has been a Netflix member within the last 12 months, or if your Payment Method, physical address or email address have been associated with a Netflix membership, or if you are streaming from a Netflix ready device that has been previously activated on a different Netflix account, you are not eligible to receive a free trial.

We will begin billing your Payment Method for monthly membership fees at the end of the free trial period of your membership unless you cancel prior to the end of the free trial period. To view the specific details of your membership, including monthly membership price and end date of your free trial period, visit our website and click the "Membership Terms and Details" link on the "Your Account" page. Your Payment Method will be authorized for up to approximately one month of service as soon as you register. In some

instances, your available balance or credit limit may be reduced to reflect the authorization; however, no charges will be made against the Payment Method unless you do not cancel prior to the end of your free trial period. You will not receive a notice from us that your free trial period has ended or that the paying portion of your membership has begun. **IF YOU CANCEL PRIOR TO THE END OF YOUR FREE TRIAL, THERE WILL BE NO CHARGES TO YOUR PAYMENT METHOD. CLICK THE "YOUR ACCOUNT" LINK AT THE TOP OF ANY NETFLIX WEB PAGE FOR CANCELLATION INSTRUCTIONS.** We will continue to bill your Payment Method on a monthly basis for your membership fee until you cancel. You may cancel your membership at anytime; however, there are no refunds or credits for partially used periods.

We may offer a number of membership plans, including special promotional plans or memberships with different limitations. Some of these promotional memberships are offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered membership plans. Unless otherwise stated differently, month or monthly refers to your billing cycle (See "Billing" below).

- **Billing**

By starting your Netflix membership, you are expressly agreeing that we are authorized to charge you a monthly membership fee at the then current rate, and any other charges you may incur in connection with your use of the Netflix service to the Payment Method you provided during registration (or to a different Payment Method if you change your account information). Please note that prices and charges are subject to change with notice. As used in these Terms of Use, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method. The membership fee will be billed at the beginning of the paying portion of your membership and each month thereafter unless and until you cancel your membership. Visit our website and click on the "Membership Terms and Details" link on the "Your Account" page to see the commencement date for your next renewal period. We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your paying membership. Membership charges are fully earned upon payment. In the event your paying membership began on a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you started your Netflix membership or became a paying member on January 31st, your next payment date is February 28th and your Payment Method would be billed on that date. You acknowledge that the amount billed each month may vary from month to month for reasons that may include differing amounts due to promotional offers and/or changing or adding a plan, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or related charges. Check with your bank and credit card issuers for details.

If you are eligible, and have signed up for a free trial, your Payment Method will be authorized for up to approximately one month of service during free trials; however, no charges will be made against the Payment Method unless you do not cancel prior to the end of your free trial period. We may also periodically authorize your card in anticipation of membership or related charges. Membership fees and charges are fully earned upon payment. PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes by email. If you want to use a different Payment Method or if there is a change in Payment Method, such as your credit card validity or expiration date, you may edit your Payment Method information by visiting our website and clicking on the "Your Account" link, available at the top of the pages of the Netflix website. If your Payment Method reaches its expiration date and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you authorize us to continue billing that Payment Method and you remain responsible for any uncollected amounts. If you signed up for Netflix using your iTunes account as your Payment Method and wish to cancel your Netflix membership at any time, including during your free trial, you will need to do so by visiting your iTunes account and turning off auto-renew. You may also find billing information about your Netflix membership by visiting your iTunes account.

- **Ongoing Membership**

Your Netflix membership, which may start with a free trial portion, will continue month-to-month unless and until you cancel your membership or we terminate it. You must cancel your membership before it renews each month in order to avoid billing of the next month's membership fees to your Payment Method. We will bill the monthly membership fee to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information). Membership fees are fully earned upon payment.

- **Cancellation**

You may cancel your Netflix membership at any time. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH MEMBERSHIP PERIODS OR UNWATCHED MOVIES OR TV SHOWS. To cancel, visit our website and click on "Cancel Membership" on the "Your Account" page and follow the instructions for cancellation under the heading "Cancel Membership."

Right to Terminate

We reserve the right to terminate or restrict your use of our service, without notice, for any or no reason whatsoever.

How Our Streaming Service Works

Netflix is an online subscription service providing its members with access to movies & TV shows streaming over the Internet to Netflix ready devices. These devices are manufactured and sold by entities other than Netflix. To see partners who offer Netflix ready devices you may use to access our service, [click here](#).

We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we operate our service. Any description of how our service works should not be considered a representation or obligation with respect to how the service will always work. We are constantly making adjustments to our service and often these adjustments are not completely captured within these Terms of Use.

Availability. The availability of movies & TV shows to instantly watch will change from time to time, and from country to country. The quality of the display of the streaming movies & TV shows may vary from computer to computer, and device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. Netflix streams a little bit of data as a buffer each time you start a movie or TV show. Frequently starting and stopping movies & TV shows will result in a minor increase to the amount of data Netflix streams to you per hour. In most cases this will be less than a few minutes worth. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. Netflix makes no representations or warranties about the quality of your instant watching experience on your display. You may change the video quality of your instant watching experience by going into the "Your Account" link on the website.

For certain membership plans in the United States with limited hours of instant watching, any unused instant watching time will not roll-over to your next period or otherwise accumulate. If you reach your watch instantly limit while a selected movie or TV show is playing, you are able to complete that movie or TV show provided that you continuously watch it to completion. The number of movies & TV shows you are able to watch instantly during each billing period depends on the length of each movie or TV show you select and whether you watch them to completion. Any repeated instant watching of a movie or TV show, in whole or in part, will count towards your total watch instantly time.

Start Time: The time it takes to begin watching a movie or TV show instantly will vary based on a number of factors, including your location, available bandwidth at the time, the movie or TV show you have selected and the configuration of your Netflix ready device. For example, high-speed action scenes or special effects at the opening of a movie or TV show may slightly delay its start time. In addition, you must be connected to the Internet throughout the watch instantly experience.

Personal Computer Requirements and Device Limitations: To enjoy watching instantly via your personal computer, your equipment must satisfy certain system requirements. [Click here](#) to view the various system requirements. To see partners who offer Netflix ready devices you may use to access our service, [click here](#). YOU MAY INSTANTLY WATCH ON UP TO SIX UNIQUE AUTHORIZED NETFLIX READY DEVICES. YOU WILL BE ALLOWED TO INSTANTLY WATCH SIMULTANEOUSLY ON TWO SUCH DEVICES AT ANY GIVEN TIME. For certain membership plans, you may instantly watch simultaneously on additional Netflix ready devices within your household. Go to “Your Account” page on the Netflix website to view the number of devices on which you may simultaneously view movies & TV shows that are associated with your plan. The number of devices and concurrent streams may change without notice to you. For certain limited membership plans in the United States, your available Netflix ready device may be limited to personal computers.

Geographic Limitation: You may instantly watch a movie or TV show through the Netflix service only in geographic locations where we offer our service and have licensed such movie or TV show. The content that may be available to watch will vary by geographic location. Netflix will use technologies to verify your geographic location.

Netflix streaming software: Netflix streaming software is developed by, or for, Netflix and is designed to enable instant streaming of content from Netflix through Netflix ready devices. This software may vary by device and medium, and functionalities may also differ between devices. For example, this software may be embedded in a Netflix ready device or we may offer this software to be downloaded onto a device such as the Apple iPad, or the software may also be available on an optical media disc to be inserted into disc drives of certain devices. This software is licensed to you by Netflix pursuant to these Terms of Use and solely for the purpose of using the Netflix service and for no other purpose whatsoever. WE DO NOT WARRANT THE PERFORMANCE OF THIS SOFTWARE, INCLUDING ITS CONTINUING COMPATIBILITY WITH OUR SERVICE. Please refer to the Disclaimers of Warranties and Limitations of Liability set forth in these Terms of Use. You may not copy or reproduce the software nor may you decompile, reverse engineer, disassemble, modify or creative derivative works of any of the software, or any portion thereof. Any unauthorized use of the software is strictly prohibited and Netflix reserves the right to not provide the software (including updates) to you at any time and to discontinue the ability to access the Netflix service through such software at any time, without prior or any notice.

END USER LICENSE AGREEMENT: BY USING OUR SERVICE, YOU ACKNOWLEDGE AND AGREE (1) TO THE NETFLIX SOFTWARE END USER LICENSE AGREEMENT [FOUND HERE](#) AS SUCH MAY BE AMENDED OR ADDED TO FROM TIME TO TIME AND (2) TO RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE NETFLIX AND RELATED THIRD-PARTY SOFTWARE. IF YOU DO NOT ACCEPT THE FOREGOING TERMS, DO NOT USE OUR SERVICE.

We do not warrant that any of the software used and or licensed in connection with our service will be compatible with other third party software nor do we warrant that operation of our service and the associated software will not damage or disrupt other software or hardware. In addition, Netflix ready devices are manufactured and sold by entities other than Netflix. A Netflix ready

device is any electronics equipment that is authorized to decode and capable of decoding movies & TV shows that are transmitted over the Internet by Netflix. These devices may include mobile devices, stand alone set-top boxes, Internet connected Blu-ray DVD players, Internet-connected HDTVs, and game consoles. AS SUCH, WE DO NOT TAKE RESPONSIBILITY OR OTHERWISE WARRANT THE PERFORMANCE OF THESE DEVICES, INCLUDING THE CONTINUING COMPATIBILITY OF THE DEVICE WITH OUR SERVICE. By using our service, you agree to look solely to the entity that manufactured and/or sold you the device for any issues related to the device and its compatibility with the Netflix service. Any issues related to our service, including any system requirements, are covered and limited by these Terms of Use. Please refer to the Disclaimers of Warranties and Limitations of Liability set forth in these Terms of Use.

In response to requests from content providers, or due to technical limitations, or for any reason in our sole and absolute discretion, and without prior notice to you, some or all movies & TV shows may not be watched, or may cease to be available for watching instantly, through our service on some Netflix ready devices.

Features & Functionality

- **Social Media**

You may elect to share information about your use of the Netflix service, including what you watch, within Netflix as well as on other social networks. Your use of our social features is subject to our Social Terms (www.netflix.com/socialterms); please review them for details.

- **Member Reviews**

We permit you to post reviews of movies & TV shows available through the Netflix service. We do not regularly review the content posted on the Netflix website; however, we reserve the right to reject, remove or edit such content at anytime without notice. Reviews should not be posted that contain: harsh, profane or discriminatory language; illegal, obscene, threatening, defamatory or otherwise objectionable content; URLs, phone numbers, mailing or e-mail addresses, personal attacks on the movie's or TV show's creative personnel; misleading information regarding the origin of the content; or a discussion of Netflix policies or services. Please click on the "Reviews" link that appears on the Netflix website for a link to guidelines for writing and posting member reviews. You understand and agree that we may, but are not obligated to, review the content and may delete or remove it (without notice) in our sole and absolute discretion, for any reason or no reason. Please also see "Use of Information Submitted" below.

WHEN YOU HAVE SUBMITTED A REVIEW, WE WILL DISPLAY YOUR RATING OF MOVIES & TV SHOWS. BY SUBMITTING A REVIEW, YOU UNDERSTAND AND AGREE THAT YOU ARE CONSENTING TO THE RELEASE OF ALL INFORMATION PROVIDED IN YOUR REVIEW, INCLUDING YOUR RATING OF A MOVIE OR TV SHOW, TO A PUBLIC FORUM, INCLUDING OTHER MEMBERS

OF, AND VISITORS TO, THE NETFLIX SERVICE. IF YOU DO NOT WANT YOUR REVIEWS TO BE SHARED IN A PUBLIC FORUM, DO NOT USE THE REVIEW FEATURE.

If you no longer wish to have your reviews publicly posted, you may delete them by going into the "Your Account" link on the website and selecting "Reviews". Use of the Reviews feature is for your personal, non-commercial use and is at your own option and risk. The Reviews feature may change without notice to you and the degrees of associated information sharing and functionality may also change without notice.

- **Passwords**

The member who created the Netflix account and whose Payment Method is charged is referred to here as the Account Owner. The Account Owner has access and control over the Netflix account. The Account Owner's control is exercised through use of the Account Owner's password and therefore to maintain exclusive control, the Account Owner should not reveal the password to anyone. In addition, if the Account Owner wishes to prohibit others from contacting Netflix Customer Service and potentially altering the Account Owner's control, the Account Owner should not reveal the Payment Method details (e.g., last four digits of their credit or debit card, or their email address if they use PayPal) associated with their account.

BY SHARING THE NETFLIX SERVICE PASSWORD, THE ACCOUNT OWNER AGREES TO BE RESPONSIBLE FOR ASSURING THAT HOUSEHOLD MEMBERS COMPLY WITH THE TERMS OF USE AND SUCH ACCOUNT OWNER SHALL BE RESPONSIBLE FOR THE ACTIONS OF THE HOUSEHOLD MEMBERS.

- **Parental Controls**

Account Owners who wish to limit the maturity level of movies & TV shows viewable by other household members (e.g. available for their children) can go to the "Change parental control setting" link on the "Your Account" page of the website and set parental controls. If you have set a maturity restriction on your Netflix ready device, that setting does not apply to the Netflix service. To limit the maturity level of movies & TV shows viewable from your Netflix account, you must set the parental controls on the "Your Account" page. Please allow up to 8 hours for changes to the parental control setting to apply to your Netflix ready devices.

Please note however, the Netflix service is not intended to be used by children without involvement, supervision, and approval of a parent or legal guardian. Therefore, if an Account Owner sets parental controls, the Account Owner should not reveal the account password to the child.

Setting a maturity restriction will block movies & TV shows with more mature ratings from streaming online, and will prohibit previews for the restricted movies & TV shows from displaying, but the user will be presented with the title and title art of the movie, or

TV show, and the synopsis that is provided. We reserve the right to modify, including removing, the parental controls feature at any time without notice.

- **Feeds**

Members from certain countries may have access to RSS feeds as a convenient way to pass information about your Netflix account or that is publicly available on the Netflix site to your RSS reader or an RSS-associated website of your choice. RSS stands for Really Simple Syndication. It allows information to be published in a standard XML format that can be accessed via a URL. Netflix may also choose, at any time, to provide feeds in other formats, such as Atom. All use of the RSS and other feeds ("Feeds"), including obtaining a Feed from the Netflix website or receiving it into an application or website or displaying the content received from such Feeds, is at your own option and risk, and is covered by the Terms of Use for the Netflix Feeds, [found here](#). By using the Netflix Feeds, you agree to be bound by the Terms of Use for Netflix Feeds. In particular, you acknowledge and agree that you are consenting to the information about your account being transferred to the location of the Feed as enabled by you and that your use of a Feed may cause personally identifying information to be associated with you, even if such information is not provided by the Feed.

Applications

You may encounter third-party applications (including, without limitation, websites, widgets, software, or other software utilities) ("Application(s)") that interact with the Netflix service. These Applications may import data related to your Netflix account and activity and otherwise gather data from you. These Applications are provided solely as a convenience to you, and Netflix is not responsible for and does not endorse the content of such Applications. SUCH APPLICATIONS ARE OWNED OR OPERATED BY THIRD PARTIES THAT ARE NOT RELATED TO, ASSOCIATED WITH OR SPONSORED BY NETFLIX AND MAY NOT BE AUTHORIZED FOR USE WITH OUR SERVICE IN ALL COUNTRIES. Some of these Applications may even use Netflix trademarks. Unless otherwise noted by Netflix on the Netflix website, Netflix is not responsible for and does not endorse the content of such Applications. You will need to make your own independent judgment regarding your interaction with these Applications. If you choose, at your sole and absolute discretion and risk, to use an Application, such Application may interact with, connect to or gather and/or pull information from and to your Netflix account. By using such Applications, you acknowledge and agree to the following: (i) if you use an Application to share information relating to your Netflix account, you are consenting to the information about your account being shared; (ii) your use of an Application may cause personally identifying information to be publicly disclosed and/or associated with you, even if Netflix has not provided such information; and (iii) your USE OF AN APPLICATION IS AT YOUR OWN OPTION AND RISK, and you will hold Netflix harmless for the sharing of information relating to your Netflix account that results from your use of an Application. You must read all log-in boxes and other pop-up boxes closely for notices about sharing your Netflix account information with, through or by any other means identified on an Application. In addition, the Application's end user license agreement, terms of use, and/or any other documentation or materials designated by the Application will govern your use of that

Application. It is possible that you may be able to revoke an Application's access to your Netflix account at any time, but information shared prior to revocation may continue to be viewable within, or otherwise continue to be used by, the Application depending on the policies of such Application. If you have any questions, concerns, complaints, or claims about the Applications, you should contact the support or contact personnel of the Application and not Netflix, unless otherwise indicated by Netflix. NETFLIX DISCLAIMS ALL LIABILITY ARISING FROM YOUR USE OF APPLICATIONS.

Account Access; Identity Protection

In order to provide you with ease of access to your account and to help administer the Netflix service, Netflix implements technology that enables us to recognize you as the account holder and provide you with direct access to your account without requiring you to retype any password or other user identification when you revisit the Netflix service. You are responsible for updating and maintaining the truth and accuracy of the information you provide to us relating to your account.

You are also responsible for maintaining the confidentiality of your account and password and for restricting access to your Netflix ready device. If you disclose your password to anyone or share your account and/or devices with other people, you take full responsibility for their actions. Where possible, users of public or shared devices should log out at the completion of each visit. If you sell or return a Netflix ready device, you should logout and/or deactivate the device before doing so. Similarly, if your Netflix ready device is lost or stolen, please deactivate the Netflix ready device. If you fail to log out or deactivate your device, subsequent users may access the Netflix service through your account and may be able to access certain of your account information. To deactivate a device, go to [Manage Netflix ready devices and computers](#).

If you find that you're a victim of identity theft and it involves a Netflix account, you should notify Customer Service. Then, you should report this instance to all your card issuers, as well as your local law enforcement agency. Also, you should be mindful of any communication requesting that you submit credit card or other account information. Providing your information in response to these types of communications can result in identity theft. Always access your sensitive account information by going directly to the Netflix website and not through a hyperlink in an email or any other electronic communication, even if it looks official. Netflix reserves the right to place any account on hold anytime with or without notification to the member in order to protect itself and its partners from what it believes to be fraudulent activity. Netflix is not obligated to credit or discount a membership for holds placed on the account by either a representative of Netflix or by the automated processes of Netflix.

Disclaimers of Warranties and Limitations on Liability

THE NETFLIX SERVICE, INCLUDING OUR WEBSITE AND USER INTERFACES, AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE NETFLIX SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT

WARRANTY OF ANY KIND. WE AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE NETFLIX SERVICE, OUR WEBSITE AND USER INTERFACES, AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH. NETFLIX DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE NETFLIX SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT NETFLIX MAY ELIMINATE OR OTHERWISE MODIFY ANY OR ALL ASPECTS OF THE NETFLIX SERVICE, INCLUDING FEATURES, WITHOUT COMPENSATION OR NOTICE TO YOU. NETFLIX SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF APPLICATIONS, NETFLIX READY DEVICES, AND NETFLIX SOFTWARE (INCLUDING THEIR CONTINUING COMPATIBILITY WITH OUR SERVICE). Without limiting the foregoing, we and our licensors assume no liability or responsibility for any of the following: (i) errors or omissions in the content delivered by the Netflix service or on the Netflix website or user interfaces; (ii) recommendations or advice of Customer Service; (iii) any failure or interruption in the availability of the Netflix service and/or website or user interfaces, (iv) delivery and or display of any content contained on the Netflix website, user interfaces, or otherwise through the Netflix service; and (vii) any losses or damages arising from the use of the content provided on the Netflix website, user interfaces, or otherwise through the Netflix service itself, including any losses or damages arising from downloading of related software, downloading and/or use of any other software, including the remote desktop tool offered by Customer Service, optical media discs or any conduct by users of the Netflix service, website or user interfaces. TO THE EXTENT ALLOWABLE BY LAW, WE AND OUR LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. In addition, we do not represent or warrant that the information accessible via our site is accurate, complete or current. We do not make any representations with respect to the content contained on movies &TV shows from the Netflix service or the descriptions of any movie or TV show content contained on our website and user interfaces. We do not represent or guarantee that your use of the Netflix service will be free from interruption, loss, corruption, attack, viruses, interference, hacking, or other security intrusion and we disclaim any liability with respect thereto. No oral or written information or advice given by us or our authorized representative shall create a warranty or otherwise constitute a representation binding upon Netflix or its affiliated parties.

IN NO EVENT SHALL NETFLIX, OR ITS SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE NETFLIX SERVICE, OUR WEBSITE AND USER INTERFACES, AND ALL CONTENTS AND SOFTWARE ASSOCIATED THEREWITH, OR OTHERWISE RELATED TO THE NETFLIX SERVICE, INCLUDING ANY OPTICAL MEDIA DISCS, FEATURES OR FUNCTIONALITIES ASSOCIATED THEREWITH. IN NO EVENT SHALL

OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES FOR LOSSES ARISING FROM THE USE OR INABILITY TO USE THE NETFLIX SERVICE, INCLUDING OUR WEBSITE AND USER INTERFACES, AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE MONTH'S MEMBERSHIP FEE ON YOUR MEMBERSHIP PLAN. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION OR OTHER SECTIONS OF THESE TERMS OF USE, INCLUDING ANY PORTION OF THE PRIVACY POLICY OR THE EULA, TO BE UNENFORCEABLE, THEN THOSE PORTIONS DEEMED UNENFORCEABLE SHALL BE SEVERED AND THE TERMS OF USE SHALL BE ENFORCED ABSENT THOSE PROVISIONS AND ANY LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

NETFLIX MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING NETFLIX READY DEVICES OR THE COMPATIBILITY OF THE DEVICE WITH OUR SERVICE. Additional disclaimers or limitations of liability may be contained in the various third party software end user license agreements you may have agreed to in order to access our service. [Click here](#) to view the Netflix End User License Agreement.

Intellectual Property

- **Copyright**

The Netflix service, including all content included on the Netflix website and user interfaces, or delivered to members as part of the service, including, but not limited to, movies & TV shows you can watch instantly, text, graphics, logos, designs, photographs, button icons, images, audio/video clips, digital downloads, data compilations, and software, are the property of Netflix or its licensors and are protected by United States and international copyright, trade secret or other intellectual property laws and treaties. The compilation of all content and any software or other materials provided by Netflix on our website and user interfaces, or in connection with the Netflix service are the exclusive property of Netflix and its licensors and are protected by the copyright and trade secret laws in the territories in which the Netflix service operates and by international treaty provisions. Content shall not be reproduced or used without express written permission from Netflix or its licensors. You agree to adhere to the restrictions set forth under "Netflix streaming software" and "Limitations on Use." You agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the Netflix service, not to insert any code or product or manipulate the content of the Netflix service in any way, and not to use any data mining, data gathering or extraction method. Netflix reserves the right to terminate your membership hereunder if Netflix, in its sole and absolute discretion, believes that you are in violation of Netflix software restrictions, restrictions against copying movies & TV shows provided to you by us, or other unauthorized copying or use of our proprietary content in violation of the copyrights of Netflix and its licensors. Netflix does not promote, foster or condone the

copying of movies &TV shows or any other infringing activity. The use of the Netflix service, including movies &TV shows made available to you by us, is solely for your personal and non-commercial use. Please see the instructions at the end of these Terms of Use for notifying us of the presence of any allegedly infringing content of the Netflix service, including any on the Netflix website and user interfaces.

- **Trademarks**

Netflix is a registered trademark of Netflix. The Netflix logo, Netflix.com, Profiles, and CineMatch are trademarks or service marks of Netflix. The Netflix website and user interfaces, including but not limited to its graphics, logos, page headers, button icons, scripts and service names constitute trade dress of Netflix, Inc. The trademarks, service marks and trade dress of Netflix may not be used or reproduced without prior written approval from Netflix and may not be used in connection with any product or service that is not affiliated with Netflix, in any manner that is likely to cause confusion among customers, in any manner that dilutes the rights of Netflix, or in any manner that disparages or discredits Netflix. Other trademarks that appear on the Netflix website and user interfaces are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Netflix. Any images of persons or personalities contained on the Netflix website and user interfaces are not an indication or endorsement of Netflix or any particular product or our service unless otherwise indicated.

- **Patents**

The U.S. Patent & Trademark Office issued to Netflix U.S. Patent Nos. 6,584,450 (rental process), 6,966,484 (mailer), 7,024,381 (approach for renting items to customers), 7,401,727 (mailing and response envelope), 7,403,910 and 7,617,127 (estimating user ratings of items), 7,546,252 (managing rental items across multiple locations), 7,568,613 (a mailer envelope with inventory control window), 7,631,323 (sharing rental accounts (Profiles)) and 7,848,968 (processing rental returns). Netflix has other patents pending that apply to the Netflix service and our operations.

Entertainment and Service Content

We distribute movies, television, and other filmed entertainment and we reserve the right to display and promote the filmed entertainment or other information through our service, including our website and user interfaces, to you in any manner we choose in our sole and absolute discretion. In addition, the Netflix service allows you and other third parties to post reviews or comments concerning the entertainment distributed by us. Any opinions, advice, statements, services, offers, or other information that constitutes part of the content expressed or made available by third parties through the Netflix service are those of the respective authors or producers and not of Netflix, or its shareholders, directors, officers, or employees or licensors. Under no circumstances shall Netflix, or its shareholders, directors, officers, directors, or employees or licensors be held liable for any loss or damage caused by your reliance on

information obtained through the Netflix service. It is your responsibility to evaluate the information, opinion, advice, or other content available through the Netflix service.

Use of Information Submitted

Netflix is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to questionnaires or through postings to the Netflix service, including the Netflix website and user interfaces, without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Netflix service. Furthermore, by posting any Feedback on our site, submitting Feedback to us, or in responding to questionnaires, you grant us a perpetual, worldwide, non-exclusive, royalty-free irrevocable license, including the right to sublicense such right, and right to display, use, reproduce or modify the Feedback submitted in any media, software or technology of any kind now existing or developed in the future.

Please note Netflix does not accept unsolicited materials or ideas for use or publication, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to Netflix. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against Netflix and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the idea you sent.

Service Testing

From time to time, we test various aspects of our service, including our website, user interfaces, service levels, plans, promotions, features, availability of movies &TV shows, delivery, and pricing, and we reserve the right to include you in or exclude you from these tests without notice.

Customer Service

If you need assistance with your account, you may find answers and reach Customer Service at any time [here](#), where you will find the answers to many frequently asked questions and information on reaching a live Customer Service representative.

In certain instances, Customer Service may best be able to assist you by using a remote access support tool, which will enable us to interact directly with your account. We provide such support service only with your permission and in your presence (via phone and Internet connection). During the time we are providing you with remote access support service, we have full access to your desktop. If you do not want us to have this access, you should not consent to support through the remote access tool, and we will do our best to assist you through other means. The Disclaimers of Warranties and Limitations of Liability set forth in these Terms of Use expressly apply to the use of Customer Service, including any remote desktop access tool. We may utilize the services of third parties in providing you customer service support.

Your Conduct in Accessing the Netflix Service

By accessing the Netflix service, including the Netflix website and user interfaces, you agree to use the Netflix service, including all features and functionalities associated therewith, the website and user interfaces and all content and software associated therewith in accordance with all applicable laws, rules and regulations, including public performance limitations or other restrictions on use of the service or content therein. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Netflix service. You also agree not to impersonate any other person while using the Netflix service, conduct yourself in a vulgar or offensive manner while using the Netflix service, or use the Netflix service for any unlawful purpose.

You agree that all of the foregoing restrictions apply not only to the Netflix service, but also to the servers and networks connected to any portions of the Netflix service whether operated by Netflix or third parties ("Networks"). You agree not to interfere with Networks, violate any of the procedures, policies or regulations applicable to Networks, use Networks in a way that harms or impairs anyone else's use of Networks, use Networks to gain unauthorized access to any service, data, account or other networks, use Networks to falsify any protocol or email header information (e.g., "spoofing"), use Networks to send "spam" (i.e., unsolicited bulk email or commercial messages) or items of a destructive or deceptive nature, or remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into Networks.

Limitations on Use

You must be 18 years of age or older to become a member of the Netflix service. In certain jurisdictions, the age of majority may be older than 18, in which case you must satisfy that age in order to become a member. While individuals under the age of 18 may utilize the service, they may do so only with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms of Use. While Netflix does distribute products that may be watched by children, the Netflix service is not intended to be used by children, without involvement, supervision, and approval of a parent or legal guardian (see also "Parental Controls"). Unless otherwise specified, the Netflix service, and any content viewed through our service, are for your personal and non-commercial use only and we grant you a limited, non exclusive, non transferable, license to access the Netflix service for that purpose. Except for the foregoing limited license, no right, title or interest shall be transferred to you. You may not download (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Terms of Use), modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Netflix service, without our express written consent. Netflix does not promote, foster or condone the copying of movies & TV Shows, digitally delivered content, or any other infringing activity. You may not circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Netflix service. You may not frame or utilize any framing techniques to enclose any trademark, logo, or other

proprietary information (including images, text, page layout, or form) of Netflix without our express written consent. You may not purchase search terms or use any meta tags or any other "hidden text" utilizing the Netflix name or trademarks without our express written consent. Any unauthorized use of the Netflix service or its contents will terminate the limited license granted by us and will result in the cancellation of your membership.

Links and Pages

Some of the hyperlinks on the Netflix website may lead to other websites or other content that are not controlled by, or affiliated with, Netflix. In addition, other websites may link to the Netflix website or Netflix may include links to the websites of businesses, including those that have associations with us through certain programs. For example, Netflix may include pages that display and provide information on Applications, Netflix ready devices or other products. These pages may provide links to third party sites where Netflix members may obtain or purchase such Applications and devices. Netflix has not reviewed these websites and is not responsible for the offerings of any of these sites or the content, privacy policies or terms of use of these websites or Applications. You acknowledge and agree that Netflix is not responsible or liable for, and does not otherwise warrant, the actions of these third parties, the products or contents on their websites, or the performance of any Applications and devices. These linked websites have separate and independent privacy statements, notices and terms of use, which we recommend you read carefully. You should also refer to the section of these terms titled "Applications" and "How Our Streaming Service Work."

Gifts & Promotions

In certain countries, we may offer Gift Subscriptions for purchase. These Gift Subscriptions are sold on our website and are redeemable for the Netflix service only in the country in which the Gift Subscription was purchased. We will automatically bill your Payment Method for any purchased Gift Subscriptions. The purchase of Gift Subscriptions is subject to the terms and conditions set forth on the "[Gift Subscription Purchase](#)" page, and the redemption of Gift Subscriptions is subject to the terms and conditions set forth on the "[Gift Subscription Redemption](#)" page.

In the United States, we also offer Gift Cards for sale through CardFact 25, Inc. These cards are available for purchase from certain retail stores in the United States and can be redeemed on the Netflix website by U.S. residents. Please [click here](#) for more information and to review the complete terms and conditions of the Gift Cards.

Promotional codes may be redeemed on our website at www.netflix.com/code. Promotional code can only be used once and cannot be redeemed for cash, resold or combined with any other offers, including free trial. If you received a promotion code through an offer by a third party, additional restrictions may apply.

Claims of Copyright Infringement

It is the policy of Netflix to respect the intellectual property rights of others. Netflix does not condone the unauthorized reproduction or distribution of movies, TV shows, or other copyrighted content. If you believe your work has been reproduced or distributed in a way that constitutes copyright infringement or are aware of any infringing material available through the Netflix service, please notify us by completing the claims form found [here](#).

Please note that we will not be able to respond to customer service or other unrelated issues submitted through the copyright claims form above. For queries that are not related to copyright matters, please see other way to [contact us](#).

Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of the state of Delaware, U.S.A. without regard to conflict of laws provisions. If any provision or provisions of these terms shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and shall remain in full force and effect.

Arbitration Agreement

You and Netflix agree that any dispute, claim or controversy arising out of or relating in any way to the Netflix service, including our website, user interfaces, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Netflix are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your Netflix membership.

If you elect to seek arbitration, you must first send to Netflix, by certified mail, a written Notice of your claim ("Notice"). The Notice to Netflix should be addressed to: General Counsel, Netflix, Inc., 100 Winchester Circle, Los Gatos, CA 95032-1815 ("Notice Address"). If Netflix elects to seek arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by Netflix, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Netflix and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Netflix may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by Netflix or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If you are required to pay a filing fee, after Netflix receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000. The arbitration will be

governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless Netflix and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. (If you reside outside of the United States, any arbitration hearings will take place in your country of residence at a location reasonably convenient to you, but will remain subject to the AAA Rules including the AAA rules regarding the selection of an arbitrator). If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Netflix's last written settlement offer made before an arbitrator was selected (or if Netflix did not make a settlement offer before an arbitrator was selected), then Netflix will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

YOU AND NETFLIX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Netflix agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

DVD Plans in the United States

If you are a Netflix member in the United States on a DVD plan, the [DVD Terms and Conditions](#) also apply to your use of the Netflix service.

Effective Date: March 6, 2013



Terms of Use

Overview:

Welcome to Netflix! We are a subscription service that provides our members with access to motion pictures, television and other audio-visual entertainment ("movies & TV shows") streamed over the Internet to certain Internet-connected TVs, computers and other devices ("Netflix ready devices").

These Terms of Use govern your use of our service. As used in these Terms of Use, "Netflix service," "our service" or "the service" means the service provided by Netflix for discovering and watching movies & TV shows, including all features and functionalities, website, and user interfaces, as well as all content and software associated with our service.

If you are a resident of the United States (including its possessions and territories), you agree to the Arbitration Agreement and class action waiver described in Section 15 to resolve any disputes with Netflix (except for matters that may be taken to small claims court).

Please note that these Terms of Use include hyperlinks that may be accessed only through our website, so if you are reviewing these Terms of Use through certain Netflix ready devices, you may need to visit www.netflix.com/TermsOfUse to review these hyperlinked terms.

1. Acceptance of Terms of Use

- a. These Terms of Use, which include our Privacy Policy (www.netflix.com/PrivacyPolicy), End User License Agreement (www.netflix.com/EULA) ("EULA"), and, to the extent you use the social features, our Social Terms (www.netflix.com/SocialTerms), govern your use of the Netflix service. By using, visiting, or browsing the Netflix service, you accept and agree to these Terms of Use. If you do not agree to these Terms of Use, do not use the Netflix service.
- b. The Netflix service is provided by Netflix, Inc., or one of its affiliated companies. The Netflix company that is providing the service to you (referred to as "Netflix" in these Terms of Use) and with whom you are entering into this agreement, depends on the country from which you sign up for the Netflix service. Visit support.netflix.com/en/node/6643 to see which entity is providing the Netflix service to you. Check back as the service provider may change from time to time.

2. **Changes to Terms of Use.** Netflix may, from time to time, change these Terms of Use, including the Privacy Policy, EULA and Social Terms. Such revisions shall be effective immediately; provided however, for existing members, such revision shall, unless otherwise stated, be effective 30 days after posting. We will endeavor to post prior versions (including marked changes) of the Terms of Use, if any, for the preceding 12-month period. You can see these prior versions by visiting our website (www.netflix.com/priorterms).

3. **Privacy.** Personally identifying information is subject to our Privacy Policy (www.netflix.com/PrivacyPolicy), the terms of which are incorporated herein. Please review our Privacy Policy to understand our practices.

4. **Communication Preferences.** By using the Netflix service, you consent to receiving electronic communications from Netflix relating to your account. These communications may involve sending emails to your email address provided during registration, or posting communications on the Netflix service, or in the "Your Account" page and will include notices about your account (e.g., payment authorizations, change in password or Payment Method, confirmation e-mails and other transactional information) and are part of your relationship with Netflix. You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy. You also consent to receiving certain other communications from us, such as newsletters about new Netflix features and content, special offers, promotional announcements and customer surveys via email or other methods. If you no longer want to receive certain non-transactional communications, simply go to the "Email preferences" link on the "Your Account" page of our website (www.netflix.com/YourAccount) to manage your Netflix communications. Please review our Privacy Policy (www.netflix.com/PrivacyPolicy) for further detail on our marketing communications.

5. Membership, Free Trials, Billing and Cancellation.

a. Membership

- i. **Ongoing Membership.** Your Netflix membership, which may start with a free trial, will continue month-to-month unless and until you cancel your membership or we terminate it. You must have Internet access and provide us with a current, valid, accepted method of payment (as such may be updated from time to time, "Payment Method") to use the Netflix service. We will bill the monthly membership fee to your Payment Method. You must cancel your membership before it renews each month in order to avoid billing of the next month's membership fees to your Payment Method.
- ii. **Differing Memberships.** We may offer a number of membership plans, including special promotional plans or memberships with differing conditions and limitations. Any materially different terms from those described in these Terms of Use will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your membership with Netflix by visiting our website and clicking on the "Your Account" link. Some promotional memberships are offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered membership plans.

b. Free Trials

- i. Your Netflix membership may start with a free trial. The free trial period of your membership lasts for one month, or as otherwise specified during sign-up. Free trials may not be combined with any other offers. Free trials are for new and certain former members only. Netflix reserves the right, in its absolute discretion, to determine your free trial eligibility.
- ii. We will begin billing your Payment Method for monthly membership fees at the end of the free trial period of your membership unless you cancel

prior to the end of the free trial period. To view the specific details of your membership, including monthly membership price and end date of your free trial period, visit our website and click the "View billing details" link on the "Your Account" page. We may authorize your Payment Method through various methods, including authorizing it up to approximately one month of service as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization during your free trial period.

- iii. You will not receive a notice from us that your free trial period has ended or that the paying portion of your membership has begun. CLICK THE "YOUR ACCOUNT" LINK AT THE TOP OF ANY NETFLIX WEB PAGE (www.netflix.com) TO FIND CANCELLATION INSTRUCTIONS. We will continue to bill your Payment Method on a monthly basis for your membership fee until you cancel.

c. **Billing**

- i. **Recurring Billing.** By starting your Netflix membership, you authorize us to charge you a monthly membership fee at the then current rate, and any other charges you may incur in connection with your use of the Netflix service to your Payment Method. You acknowledge that the amount billed each month may vary from month to month for reasons that may include differing amounts due to promotional offers and/or changing or adding a plan, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges.
- ii. **Price Changes.** We reserve the right to adjust pricing for our service or any components thereof in any manner and at anytime as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes to your service will take effect following email notice to you. For members based in Brazil, the membership fees may be adjusted automatically annually, or more frequently as permitted by law, in accordance with the inflation index as established by General Price Index Market published by Fundação Getúlio Vargas ("IGP-M"), or such other index that as may be applicable to the Netflix service.
- iii. **Billing Cycle.** The membership fee for our service will be billed at the beginning of the paying portion of your membership and each month thereafter unless and until you cancel your membership. We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your paying membership. Membership FEES are fully earned upon payment. We reserve the right to change the timing of our billing, in particular, as indicated below, if your Payment Method has not successfully settled. In the event your paying membership began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your Netflix membership or became a paying member on January 31st, your next payment date is likely to be February 28th, and your Payment Method would be billed on that date. Your renewal date may change due to changes in your Membership. Visit our website and click on the "View billing details" link on the "Your Account" page to see the commencement date for your next renewal period. We may authorize your Payment Method in anticipation of membership or service-related charges. As used in these Terms of Use, "billing" shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method. Unless otherwise stated differently, month or monthly refers to your billing cycle.
- iv. **No Refunds.** PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.
- v. **Payment Methods.** You may edit your Payment Method information by visiting our website and clicking on the "Your Account" link, available at the top of the pages of the Netflix website. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. If you signed up for Netflix using your account with a third party (i.e., iTunes, or similar account) as a Payment Method, and wish to cancel your Netflix membership at any time, including during your free trial, you will need to do so through such third party, including by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from, the Netflix service. You may also find billing information about your Netflix membership by visiting your account with the applicable third party. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details.
- vi. **Cancellation.** You may cancel your Netflix membership at any time, and you will continue to have access to the Netflix service through the end of your monthly billing period. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH MEMBERSHIP PERIODS OR UNWATCHED MOVIES OR TV SHOWS. To cancel, go to the "Your Account" page on our website and follow the instructions for cancellation.

6. **Netflix Service.**

- a. You must be 18 years of age, or the age of majority in your province, territory or country, to become a member of the Netflix service. Individuals under the age of 18, or applicable age of majority, may utilize the service only with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms of Use.
- b. The Netflix service, and any content viewed through our service, are for your personal and non-commercial use only. During your Netflix membership, we grant you a limited, non-exclusive, non-transferable, license to access the Netflix service and view movies and TV shows through the service on a streaming-only basis for that purpose. Except for the foregoing limited license, no right, title or interest shall be transferred to you.
- c. You may view a movie or TV show through the Netflix service only in geographic locations where we offer our service and have licensed such movie or TV show. The content that may be available to watch will vary by geographic location. Netflix will use technologies to verify your geographic location. YOU MAY WATCH ON UP TO SIX UNIQUE AUTHORIZED NETFLIX READY DEVICES AND THE NUMBER OF DEVICES ON WHICH YOU MAY SIMULTANEOUSLY WATCH IS LIMITED. Go to the change plan information in the "Your Account" page to see the number of devices on which you may simultaneously watch. The number of devices available for use and the simultaneous streams may change from time to time at our discretion without notice.
- d. We continually update the Netflix service, including the content library. In addition, we continually test various aspects of our service, including our website, user interfaces, service levels, plans, promotional features, availability of movies and TV shows, delivery and pricing. We reserve the right to, and by using our service you agree that we may, include you in or exclude you from these tests without notice. We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we offer and operate our service.
- e. You agree to use the Netflix service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, including public performance limitations or other restrictions on use of the service or content therein. You agree not to archive, download (other than through caching necessary for personal use), reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms of Use) content and information contained on or obtained from or through the Netflix service without express written permission from Netflix or its licensors. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Netflix service; use any robot, spider, scraper or other automated means to access the Netflix service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Netflix service; insert any code or product or manipulate the content of the Netflix service in any way; or, use any data mining, data gathering or extraction method. In addition, you agree not to

upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Netflix service, including any software viruses or any other computer code, files or programs.

- f. The availability of movies & TV shows to watch will change from time to time, and from country to country. The quality of the display of the streaming movies & TV shows may vary from computer to computer, and device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. Netflix makes no representations or warranties about the quality of your watching experience on your display. The time it takes to begin watching a movie or TV show will vary based on a number of factors, including your location, available bandwidth at the time, the movie or TV show you have selected and the configuration of your Netflix ready device.
- g. Netflix streaming software is developed by, or for, Netflix and is designed to enable streaming of content from Netflix through Netflix ready devices. This software may vary by device and medium, and functionalities may also differ between devices. BY USING OUR SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE END USER LICENSE AGREEMENT (www.netflix.com/EULA) AND TO RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE NETFLIX AND RELATED THIRD-PARTY SOFTWARE. IF YOU DO NOT ACCEPT THE FOREGOING TERMS, DO NOT USE OUR SERVICE. WE DO NOT TAKE RESPONSIBILITY OR OTHERWISE WARRANT THE PERFORMANCE OF THESE DEVICES, INCLUDING THE CONTINUING COMPATIBILITY OF THE DEVICE WITH OUR SERVICE. By using our service, you agree to look solely to the entity that manufactured and/or sold you the device for any issues related to the device and its compatibility with the Netflix service. If your Netflix ready device is sold, lost or stolen, please deactivate the Netflix ready device. If you fail to log out or deactivate your device, subsequent users may access the Netflix service through your account and may be able to access certain of your account information. To deactivate a device, follow instructions on the "Your Account" page of our website (www.netflix.com/YourAccount).
- h. We may terminate or restrict your use of our service, without compensation or notice if you are, or if we suspect that you are (i) in violation of any of these Terms of Use or (ii) engaged in illegal or improper use of the service.
- i. Members may limit the maturity level of movies & TV shows viewable by other household members (e.g. available for their children) with our Parental Control feature (support.netflix.com/en/node/264), which is accessible from the "Your Account" page on the Netflix website.

7. Passwords & Account Access

- a. The member who created the Netflix account and whose Payment Method is charged is referred to here as the Account Owner. The Account Owner has access and control over the Netflix account. The Account Owner's control is exercised through use of the Account Owner's password and therefore to maintain exclusive control, the Account Owner should not reveal the password to anyone. In addition, if the Account Owner wishes to prohibit others from contacting Netflix Customer Service and potentially altering the Account Owner's control, the Account Owner should not reveal the Payment Method details (e.g., last four digits of their credit or debit card, or their email address if they use PayPal) associated with their account. You are responsible for updating and maintaining the truth and accuracy of the information you provide to us relating to your account.
- b. In order to provide you with ease of access to your account and to help administer the Netflix service, Netflix implements technology that enables us to recognize you as the Account Owner and provide you with direct access to your account without requiring you to retype any password or other user identification when you revisit the Netflix service, which includes accessing via Netflix ready devices or website.
- c. BY SHARING THE NETFLIX SERVICE PASSWORD OR ALLOWING OTHERS TO ACCESS YOUR ACCOUNT, THE ACCOUNT OWNER AGREES TO BE RESPONSIBLE FOR ASSURING THAT HOUSEHOLD MEMBERS COMPLY WITH THE TERMS OF USE AND SUCH ACCOUNT OWNER SHALL BE RESPONSIBLE FOR THE ACTIONS OF THE HOUSEHOLD MEMBERS.
- d. You should be mindful of any communication requesting that you submit credit card or other account information. Providing your information in response to these types of communications can result in identity theft. Always access your sensitive account information by going directly to the Netflix website and not through a hyperlink in an email or any other electronic communication, even if it looks official. Netflix reserves the right to place any account on hold anytime with or without notification to the member in order to protect itself and its partners from what it believes to be fraudulent activity. Netflix is not obligated to credit or discount a membership for holds placed on the account by either a representative of Netflix or by the automated processes of Netflix.

8. Disclaimers of Warranties and Limitations on Liability

- a. THE NETFLIX SERVICE AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE NETFLIX SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. NETFLIX DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE NETFLIX SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. NETFLIX SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF APPLICATIONS, NETFLIX READY DEVICES, AND NETFLIX SOFTWARE (INCLUDING THEIR CONTINUING COMPATIBILITY WITH OUR SERVICE).
- b. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL NETFLIX, OR ITS SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER.
- c. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.
- d. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

9. **Gifts & Promotions.** We may offer Gift Subscriptions for purchase on our websites. Your Payment Method will be charged for any purchased Gift Subscriptions. The purchase and redemption of Gift Subscriptions are subject to the Gift Subscription Terms (www.netflix.com/GiftTerms). Promotional codes may be redeemed on our website. Promotional codes can only be used once and cannot be redeemed for cash, resold or combined with any other offers, including a free trial. If you received a promotion code through an offer by a third party, additional restrictions may apply.

10. Intellectual Property

- a. **Copyright.** The Netflix service, including all content provided on the Netflix service, is protected by United States and international copyright, trade secret or other intellectual property laws and treaties.
- b. **Trademarks.** Netflix is a registered trademark of Netflix, Inc. For information on use of Netflix trademarks visit (www.netflix.com/MediaCenter).

c. **Patents.** Netflix has patents that apply to our service. For information on Netflix patents visit (www.netflix.com/patents).

d. **Claims of Copyright Infringement.** If you believe your work has been reproduced or distributed in a way that constitutes copyright infringement or are aware of any infringing material available through the Netflix service, please notify us by completing the Copyright Infringement Claims form (www.netflix.com/copyrights).

11. Governing Law.

a. If you are a resident in Europe, these Terms of Use shall be governed by and construed in accordance with the laws of Luxembourg.

b. If you are a resident of Brazil, these Terms of Use shall be governed by and construed in accordance with the laws of Brazil.

c. For all other Netflix members, these Terms of Use shall be governed by and construed in accordance with the laws of the state of Delaware, U.S.A. without regard to conflict of laws provisions.

d. You may also be entitled to certain consumer protection rights under the laws of your local jurisdiction.

12. **Applications.** You may encounter third-party applications (including, without limitation, websites, widgets, software, or other software utilities) ("Application(s)") that interact with the Netflix service. These Applications may import data related to your Netflix account and activity and otherwise gather data from you. These Applications are provided solely as a convenience to you, and Netflix is not responsible for such Applications. SUCH APPLICATIONS ARE OWNED OR OPERATED BY THIRD PARTIES THAT ARE NOT RELATED TO WITH OR SPONSORED BY NETFLIX AND MAY NOT BE AUTHORIZED FOR USE WITH OUR SERVICE IN ALL COUNTRIES. USE OF AN APPLICATION IS AT YOUR OWN OPTION AND RISK.

13. **Use of Information Submitted.** Netflix is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to questionnaires or through postings to the Netflix service, including the Netflix website and user interfaces, without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Netflix service. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law. Please note Netflix does not accept unsolicited materials or ideas for movies or TV shows, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to Netflix. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against Netflix and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the material or idea you sent.

14. **Customer Support.** If you need assistance with your account, click on the "Help" link at the top right hand corner of our website at any time. There you will find the answers to many frequently asked questions and information on reaching a live Customer Service representative. To find more information about our service and its features, please visit Netflix Help Center (www.netflix.com/help). In certain instances, Customer Service may best be able to assist you by using a remote access support tool through which we have full access to your computer. If you do not want us to have this access, you should not consent to support through the remote access tool, and we will assist you through other means. In the event of any conflict between these Terms of Use and information provided by Customer Support or other portions of our website, these Terms of Use will control.

15. Arbitration Agreement.

a. If you are a Netflix member in the United States (including its possessions and territories), you and Netflix agree that any dispute, claim or controversy arising out of or relating in any way to the Netflix service, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Netflix are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your Netflix membership.

b. If you elect to seek arbitration or file a small claim court action, you must first send to Netflix, by certified mail, a written Notice of your claim ("Notice"). The Notice to Netflix must be addressed to: General Counsel, Netflix, Inc., 100 Winchester Circle, Los Gatos, CA 95032-1815 ("Notice Address"). If Netflix initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by Netflix, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Netflix and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Netflix may commence an arbitration proceeding or file a claim in small claims court.

c. You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If you are required to pay a filing fee, after Netflix receives notice at the Notice Address that you have commenced arbitration, Netflix will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event you will be responsible for filing fees.

d. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless Netflix and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence.

e. If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Netflix's last written settlement offer made before an arbitrator was selected (or if Netflix did not make a settlement offer before an arbitrator was selected), then Netflix will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

f. YOU AND NETFLIX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Netflix agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

16. **DVD Plans in the United States.** If you are a Netflix member in the United States on a DVD plan, the DVD Terms and Conditions (www.netflix.com/dvdterms) also apply to your use of the Netflix service.

Last updated: September 11, 2013

Netflix Terms of Use

Overview:

Welcome to Netflix! We are a subscription service that provides our members with access to motion pictures, television and other audio-visual entertainment ("movies & TV shows") streamed over the Internet to certain Internet-connected TV's, computers and other devices ("Netflix ready devices").

These Terms of Use govern your use of our service. As used in these Terms of Use, "Netflix service," "our service" or "the service" means the service provided by Netflix for discovering and watching movies & TV shows, including all features and functionalities, website, and user interfaces, as well as all content and software associated with our service.

If you are a resident of the United States (including its possessions and territories), you agree to the Arbitration Agreement and class action waiver described in Section 15 to resolve any disputes with Netflix (except for matters that may be taken to small claims court).

Please note that these Terms of Use include hyperlinks that may be accessed only through our website, so if you are reviewing these Terms of Use through certain Netflix ready devices, you may need to visit www.netflix.com/TermsOfUse to review these hyperlinked terms.

1. Acceptance of Terms of Use

- a. These Terms of Use, which include our Privacy Policy (www.netflix.com/PrivacyPolicy), End User License Agreement (www.netflix.com/EULA)("EULA"), About Cookies and Internet Advertising (<https://www.netflix.com/cookies>), and, to the extent you use the social features, our Social Terms (www.netflix.com/SocialTerms), govern your use of the Netflix service. By using, visiting, or browsing the Netflix service, you accept and agree to these Terms of Use. If you do not agree to these Terms of Use, do not use the Netflix service.
- b. The Netflix service is provided by Netflix, Inc., or one of its affiliated companies. The Netflix company that is providing the service to you (referred to as "Netflix" in these Terms of Use) and with whom you are entering into this agreement, depends on the country from which you sign up for the Netflix service. Visit <http://help.netflix.com/article/en/node/6593> to see which entity is providing the Netflix service to you. Check back as the service provider may change from time to time.

2. **Changes to Terms of Use.** Netflix may, from time to time, change these Terms of Use, including the Privacy Policy, EULA and Social Terms. Such revisions shall be effective immediately; provided however, for existing members, such revision shall, unless otherwise stated, be effective 30 days after posting. We will endeavor to post prior versions (including marked changes) of the Terms of Use, if any, for the preceding 12-month period. You can see these prior versions by visiting our website (www.netflix.com/priorterms).
3. **Privacy.** Personally identifying information is subject to our Privacy Policy (www.netflix.com/PrivacyPolicy), the terms of which are incorporated herein. Please review our Privacy Policy to understand our practices.
4. **Communication Preferences.** By using the Netflix service, you consent to receiving electronic communications from Netflix relating to your account. These communications may involve sending emails to your email address provided during registration, or posting communications

on the Netflix service, or in the "Your Account" page and will include notices about your account (e.g., payment authorizations, change in password or Payment Method, confirmation e-mails and other transactional information) and are part of your relationship with Netflix. You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy. You also consent to receiving certain other communications from us, such as newsletters about new Netflix features and content, special offers, promotional announcements and customer surveys via email or other methods. If you no longer want to receive certain non-transactional communications, simply go to the "Email preferences" link on the "Your Account" page of our website (www.netflix.com/YourAccount) to manage your Netflix communications. Please review our Privacy Policy (www.netflix.com/PrivacyPolicy) for further detail on our marketing communications.

5. Membership, Free Trials, Billing and Cancellation

a. Membership

- i. **Ongoing Membership.** Your Netflix membership, which may start with a free trial, will continue month-to-month unless and until you cancel your membership or we terminate it. You must have Internet access and provide us with a current, valid, accepted method of payment (as such may be updated from time to time, "Payment Method") to use the Netflix service. We will bill the monthly membership fee to your Payment Method. You must cancel your membership before it renews each month in order to avoid billing of the next month's membership fees to your Payment Method.
- ii. **Differing Memberships.** We may offer a number of membership plans, including special promotional plans or memberships with differing conditions and limitations. Any materially different terms from those described in these Terms of Use will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your membership with Netflix by visiting our website and clicking on the "Your Account" link. Some promotional memberships are offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered membership plans.

b. Free Trials

- i. Your Netflix membership may start with a free trial. The free trial period of your membership lasts for one month, or as otherwise specified during sign-up. Free trials may not be combined with any other offers. Free trials are for new and certain former members only. Netflix reserves the right, in its absolute discretion, to determine your free trial eligibility.
- ii. We will begin billing your Payment Method for monthly membership fees at the end of the free trial period of your membership unless you cancel prior to the end of the free trial period. To view the specific details of your membership, including monthly membership price and end date of your free trial period, visit our website and click the "View billing details" link on the "Your Account" page. We may authorize your Payment Method through various methods, including authorizing it up to approximately one month of service as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization during your free trial period.

- iii. You will not receive a notice from us that your free trial period has ended or that the paying portion of your membership has begun. CLICK THE "YOUR ACCOUNT" LINK AT THE TOP OF ANY NETFLIX WEB PAGE (www.netflix.com) TO FIND CANCELLATION INSTRUCTIONS. We will continue to bill your Payment Method on a monthly basis for your membership fee until you cancel.
- c. **Billing**
 - i. **Recurring Billing.** By starting your Netflix membership, you authorize us to charge you a monthly membership fee at the then current rate, and any other charges you may incur in connection with your use of the Netflix service to your Payment Method. You acknowledge that the amount billed each month may vary from month to month for reasons that may include differing amounts due to promotional offers and/or changing or adding a plan, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges.
 - ii. **Price Changes.** We reserve the right to adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes to your service will take effect following email notice to you. For members based in Brazil, the membership fees may be adjusted automatically annually, or more frequently as permitted by law, in accordance with the inflation index as established by General Price Index Market published by Fundação Getúlio Vargas ("IGP-M"), or such other index that as may be applicable to the Netflix service.
 - iii. **Billing Cycle.** The membership fee for our service will be billed at the beginning of the paying portion of your membership and each month thereafter unless and until you cancel your membership. We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your paying membership. Membership fees are fully earned upon payment. We reserve the right to change the timing of our billing, in particular, as indicated below, if your Payment Method has not successfully settled. In the event your paying membership began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your Netflix membership or became a paying member on January 31st, your next payment date is likely to be February 28th, and your Payment Method would be billed on that date. Your renewal date may change due to changes in your Membership. Visit our website and click on the "View billing details" link on the "Your Account" page to see the commencement date for your next renewal period. We may authorize your Payment Method in anticipation of membership or service-related charges. As used in these Terms of Use, "billing" shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method. Unless otherwise stated differently, month or monthly refers to your billing cycle.
 - iv. **No Refunds.** PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

- v. **Payment Methods.** You may edit your Payment Method information by visiting our website and clicking on the "Your Account" link, available at the top of the pages of the Netflix website. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. If you signed up for Netflix using your account with a third party (i.e., iTunes, or similar account) as a Payment Method, and wish to cancel your Netflix membership at any time, including during your free trial, you will need to do so through such third party, including by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from, the Netflix service. You may also find billing information about your Netflix membership by visiting your account with the applicable third party. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details.
- vi. **Cancellation.** You may cancel your Netflix membership at any time, and you will continue to have access to the Netflix service through the end of your monthly billing period. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH MEMBERSHIP PERIODS OR UNWATCHED MOVIES OR TV SHOWS. To cancel, go to the "Your Account" page on our website and follow the instructions for cancellation.

6. Netflix Service

- a. You must be 18 years of age, or the age of majority in your province, territory or country, to become a member of the Netflix service. Individuals under the age of 18, or applicable age of majority, may utilize the service only with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms of Use.
- b. The Netflix service, and any content viewed through our service, are for your personal and non-commercial use only. During your Netflix membership, we grant you a limited, non-exclusive, non-transferable, license to access the Netflix service and view movies and TV shows through the service on a streaming-only basis for that purpose. Except for the foregoing limited license, no right, title or interest shall be transferred to you.
- c. You may view a movie or TV show through the Netflix service only in geographic locations where we offer our service and have licensed such movie or TV show. The content that may be available to watch will vary by geographic location. Netflix will use technologies to verify your geographic location. THE NUMBER OF DEVICES ON WHICH YOU MAY SIMULTANEOUSLY WATCH IS LIMITED. Go to the change plan information in the "Your Account" page to see the number of devices on which you may simultaneously watch. The number of devices available for use and the simultaneous streams may change from time to time at our discretion.
- d. We continually update the Netflix service, including the content library. In addition, we continually test various aspects of our service, including our website, user interfaces, service levels, plans, promotional features, availability of movies and TV shows, delivery and pricing. We reserve the right to, and by using our service you agree that we may, include you in or exclude you from these tests without notice. We reserve the right in our sole and

absolute discretion to make changes from time to time and without notice in how we offer and operate our service.

- e. You agree to use the Netflix service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, including public performance limitations or other restrictions on use of the service or content therein. You agree not to archive, download (other than through caching necessary for personal use), reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms of Use) content and information contained on or obtained from or through the Netflix service without express written permission from Netflix or its licensors. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Netflix service; use any robot, spider, scraper or other automated means to access the Netflix service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Netflix service; insert any code or product or manipulate the content of the Netflix service in any way; or, use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Netflix service, including any software viruses or any other computer code, files or programs.
- f. The availability of movies & TV shows to watch will change from time to time, and from country to country. The quality of the display of the streaming movies & TV shows may vary from computer to computer, and device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. HD availability subject to your Internet service and device capabilities. Not all content available in HD. A download speed of at least 5.0 Mbps per stream is recommended to receive HD content, which is defined as 720p or better. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. Netflix makes no representations or warranties about the quality of your watching experience on your display. The time it takes to begin watching a movie or TV show will vary based on a number of factors, including your location, available bandwidth at the time, the movie or TV show you have selected and the configuration of your Netflix ready device.
- g. Netflix streaming software is developed by, or for, Netflix and is designed to enable streaming of content from Netflix through Netflix ready devices. This software may vary by device and medium, and functionalities may also differ between devices. BY USING OUR SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE END USER LICENSE AGREEMENT (www.netflix.com/EULA) AND TO RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE NETFLIX AND RELATED THIRD-PARTY SOFTWARE. IF YOU DO NOT ACCEPT THE FOREGOING TERMS, DO NOT USE OUR SERVICE. WE DO NOT TAKE RESPONSIBILITY OR OTHERWISE WARRANT THE PERFORMANCE OF THESE DEVICES, INCLUDING THE CONTINUING COMPATIBILITY OF THE DEVICE WITH OUR SERVICE. By using our service, you agree to look solely to the entity that manufactured and/or sold you the device for any issues related to the device and its compatibility with the Netflix service. If your Netflix

ready device is sold, lost or stolen, please deactivate the Netflix ready device. If you fail to log out or deactivate your device, subsequent users may access the Netflix service through your account and may be able to access certain of your account information. To deactivate a device, follow instructions on the "Your Account" page of our website (www.netflix.com/YourAccount).

- h. We may terminate or restrict your use of our service, without compensation or notice if you are, or if we suspect that you are (i) in violation of any of these Terms of Use or (ii) engaged in illegal or improper use of the service.
- i. Members may limit the maturity level of movies & TV shows viewable by other household members (e.g. available for their children) with our Parental Control feature (help.netflix.com/article/en/node/264), which is accessible from the "Your Account" page on the Netflix website.

7. Passwords & Account Access

- a. The member who created the Netflix account and whose Payment Method is charged is referred to here as the Account Owner. The Account Owner has access and control over the Netflix account. The Account Owner's control is exercised through use of the Account Owner's password and therefore to maintain exclusive control, the Account Owner should not reveal the password to anyone. In addition, if the Account Owner wishes to prohibit others from contacting Netflix Customer Service and potentially altering the Account Owner's control, the Account Owner should not reveal the Payment Method details (e.g., last four digits of their credit or debit card, or their email address if they use PayPal) associated with their account. You are responsible for updating and maintaining the truth and accuracy of the information you provide to us relating to your account.
- b. In order to provide you with ease of access to your account and to help administer the Netflix service, Netflix implements technology that enables us to recognize you as the Account Owner and provide you with direct access to your account without requiring you to retype any password or other user identification when you revisit the Netflix service, which includes accessing via Netflix ready devices or website.
- c. BY SHARING THE NETFLIX SERVICE PASSWORD OR ALLOWING OTHERS TO ACCESS YOUR ACCOUNT, THE ACCOUNT OWNER AGREES TO BE RESPONSIBLE FOR ASSURING THAT HOUSEHOLD MEMBERS COMPLY WITH THE TERMS OF USE AND SUCH ACCOUNT OWNER SHALL BE RESPONSIBLE FOR THE ACTIONS OF THE HOUSEHOLD MEMBERS.
- d. You should be mindful of any communication requesting that you submit credit card or other account information. Providing your information in response to these types of communications can result in identity theft. Always access your sensitive account information by going directly to the Netflix website and not through a hyperlink in an email or any other electronic communication, even if it looks official. Netflix reserves the right to place any account on hold anytime with or without notification to the member in order to protect itself and its partners from what it believes to be fraudulent activity. Netflix is not obligated to credit or discount a membership for holds placed on the account by either a representative of Netflix or by the automated processes of Netflix.

8. Disclaimers of Warranties and Limitations on Liability

- a. THE NETFLIX SERVICE AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE NETFLIX SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. NETFLIX DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE NETFLIX SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. NETFLIX SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF APPLICATIONS, NETFLIX READY DEVICES, AND NETFLIX SOFTWARE (INCLUDING THEIR CONTINUING COMPATIBILITY WITH OUR SERVICE).
- b. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL NETFLIX, OR ITS SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER.
- c. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.
- d. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

- 9. **Gifts & Promotions.** We may offer Gift Subscriptions for purchase on our websites. Your Payment Method will be charged for any purchased Gift Subscriptions. The purchase and redemption of Gift Subscriptions are subject to the Gift Subscription Terms (www.netflix.com/GiftTerms). Promotional codes may be redeemed on our website. Promotional codes can only be used once and cannot be redeemed for cash, resold or combined with any other offers, including a free trial. If you received a promotion code through an offer by a third party, additional restrictions may apply.

10. Intellectual Property

- a. **Copyright.** The Netflix service, including all content provided on the Netflix service, is protected by United States and international copyright, trade secret or other intellectual property laws and treaties.
- b. **Trademarks.** Netflix is a registered trademark of Netflix, Inc. For information on use of Netflix trademarks visit (www.netflix.com/MediaCenter).
- c. **Patents.** Netflix has patents that apply to our service. For information on Netflix patents visit (www.netflix.com/patents).
- d. **Claims of Copyright Infringement.** If you believe your work has been reproduced or distributed in a way that constitutes copyright infringement or are aware of any infringing material available through the Netflix service, please notify us by completing the Copyright Infringement Claims form(www.netflix.com/copyrights).

11. Governing Law

- a. If you are a resident in Europe, these Terms of Use shall be governed by and construed in accordance with the laws of Luxembourg.
- b. If you are a resident of Brazil, these Terms of Use shall be governed by and construed in accordance with the laws of Brazil.
- c. For all other Netflix members, these Terms of Use shall be governed by and construed in accordance with the laws of the state of Delaware, U.S.A. without regard to conflict of laws provisions.
- d. You may also be entitled to certain consumer protection rights under the laws of your local jurisdiction.

12. **Applications.** You may encounter third-party applications (including, without limitation, websites, widgets, software, or other software utilities) ("Application(s)") that interact with the Netflix service. These Applications may import data related to your Netflix account and activity and otherwise gather data from you. These Applications are provided solely as a convenience to you, and Netflix is not responsible for such Applications. SUCH APPLICATIONS ARE OWNED OR OPERATED BY THIRD PARTIES THAT ARE NOT RELATED TO WITH OR SPONSORED BY NETFLIX AND MAY NOT BE AUTHORIZED FOR USE WITH OUR SERVICE IN ALL COUNTRIES. USE OF AN APPLICATION IS AT YOUR OWN OPTION AND RISK.

13. **Use of Information Submitted.** Netflix is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to questionnaires or through postings to the Netflix service, including the Netflix website and user interfaces, without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Netflix service. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law. Please note Netflix does not accept unsolicited materials or ideas for movies or TV shows, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to Netflix. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against Netflix and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the material or idea you sent.

14. **Customer Support.** If you need assistance with your account, click on the "Help" link at the top right hand corner of our website at any time. There you will find the answers to many frequently asked questions and information on reaching a live Customer Service representative. To find more information about our service and its features, please visit Netflix Help Center (www.netflix.com/help). In certain instances, Customer Service may best be able to assist you by using a remote access support tool through which we have full access to your computer. If you do not want us to have this access, you should not consent to support through the remote access tool, and we will assist you through other means. In the event of any conflict between these Terms of Use and information provided by Customer Support or other portions of our website, these Terms of Use will control.

15. Arbitration Agreement

- a. If you are a Netflix member in the United States (including its possessions and territories), you and Netflix agree that any dispute, claim or controversy arising out of or relating in any way to the Netflix service, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Netflix are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your Netflix membership.
- b. If you elect to seek arbitration or file a small claim court action, you must first send to Netflix, by certified mail, a written Notice of your claim ("Notice"). The Notice to Netflix must be addressed to: General Counsel, Netflix, Inc., 100 Winchester Circle, Los Gatos, CA 95032-1815 ("Notice Address"). If Netflix initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by Netflix, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Netflix and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Netflix may commence an arbitration proceeding or file a claim in small claims court.
- c. You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If you are required to pay a filing fee, after Netflix receives notice at the Notice Address that you have commenced arbitration, Netflix will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event you will be responsible for filing fees.
- d. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless Netflix and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence.
- e. If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Netflix's last written settlement offer made before an arbitrator was selected (or if Netflix did not make a settlement offer before an arbitrator was selected), then Netflix will pay you the amount of

the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

- f. YOU AND NETFLIX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Netflix agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

- 16. **DVD Plans in the United States.** If you are a Netflix member in the United States on a DVD plan, the DVD Terms and Conditions(www.netflix.com/dvdterms) also apply to your use of the Netflix service.

Last updated: May 1, 2014



Netflix Terms of Use

Overview:

Welcome to Netflix! We are a subscription service that provides our members with access to motion pictures, television and other audio-visual entertainment ("movies & TV shows") streamed over the Internet to certain Internet-connected TV's, computers and other devices ("Netflix ready devices").

These Terms of Use govern your use of our service. As used in these Terms of Use, "Netflix service," "our service" or "the service" means the service provided by Netflix for discovering and watching movies & TV shows, including all features and functionalities, website, and user interfaces, as well as all content and software associated with our service.

If you are a resident of the United States (including its possessions and territories), you agree to the Arbitration Agreement and class action waiver described in Section 15 to resolve any disputes with Netflix (except for matters that may be taken to small claims court).

Please note that these Terms of Use include hyperlinks that may be accessed only through our website, so if you are reviewing these Terms of Use through certain Netflix ready devices, you may need to visit www.netflix.com/TermsOfUse to review these hyperlinked terms.

1. Acceptance of Terms of Use

- a. These Terms of Use, which include our Privacy Policy (www.netflix.com/PrivacyPolicy), End User License Agreement (www.netflix.com/EULA) ("EULA"), About Cookies and Internet Advertising (<https://www.netflix.com/cookies>), and, to the extent you use the social features, our Social Terms (www.netflix.com/SocialTerms), govern your use of the Netflix service. By using, visiting, or browsing the Netflix service, you accept and agree to these Terms of Use. If you do not agree to these Terms of Use, do not use the Netflix service.
- b. The Netflix service is provided by Netflix, Inc., or one of its affiliated companies. The Netflix company that is providing the service to you (referred to as "Netflix" in these Terms of Use) and with whom you are entering into this agreement, depends on the country from which you sign up for the Netflix service. Visit <https://help.netflix.com/support/2101> to see which entity is providing the Netflix

service to you. Check back as the service provider may change from time to time.

2. **Changes to Terms of Use.** Netflix may, from time to time, change these Terms of Use, including the Privacy Policy, EULA and Social Terms. Such revisions shall be effective immediately; provided however, for existing members, such revisions shall, unless otherwise stated, be effective 30 days after posting. We will endeavor to post prior versions of the Terms of Use, if any, for the preceding 12-month period. You can see these prior versions by visiting our website (www.netflix.com/priorterms).
3. **Privacy.** Personally identifying information is subject to our Privacy Policy (www.netflix.com/PrivacyPolicy), the terms of which are incorporated herein. Please review our Privacy Policy to understand our practices.
4. **Communication Preferences.** By using the Netflix service, you consent to receiving electronic communications from Netflix relating to your account. These communications may involve sending emails to your email address provided during registration, or posting communications on the Netflix service, or in the "Your Account" page and will include notices about your account (e.g., payment authorizations, change in password or Payment Method, confirmation e-mails and other transactional information) and are part of your relationship with Netflix. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy. You also consent to receiving certain other communications from us, such as newsletters about new Netflix features and content, special offers, promotional announcements and customer surveys via email or other methods. If you no longer want to receive certain non-transactional communications, simply go to the "Email preferences" link on the "Your Account" page of our website (www.netflix.com/YourAccount) to manage your Netflix communications. Please review our Privacy Policy (www.netflix.com/PrivacyPolicy) for further detail on our marketing communications.
5. **Membership, Free Trials, Billing and Cancellation**
 - a. **Membership**
 - i. **Ongoing Membership.** Your Netflix membership, which may start with a free trial, will continue month-to-month unless and until you cancel your membership or we terminate it. You must have Internet access and provide us with a current, valid, accepted method of payment (as such may be updated from time to time, "Payment Method") to use the Netflix service. We will bill the monthly membership fee to your Payment Method. You must cancel your membership before it renews each month in order to avoid billing of the next month's membership fees to your Payment Method.
 - ii. **Differing Memberships.** We may offer a number of membership plans, including special promotional plans or memberships with differing conditions

and limitations. Any materially different terms from those described in these Terms of Use will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your membership with Netflix by visiting our website and clicking on the "Your Account" link. Some promotional memberships are offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered membership plans.

b. Free Trials

- i. Your Netflix membership may start with a free trial. The free trial period of your membership lasts for one month, or as otherwise specified during sign-up. For combinations with other offers, restrictions may apply. Free trials are for new and certain former members only. Netflix reserves the right, in its absolute discretion, to determine your free trial eligibility.
- ii. We will begin billing your Payment Method for monthly membership fees at the end of the free trial period of your membership unless you cancel prior to the end of the free trial period. To view the specific details of your membership, including monthly membership price and end date of your free trial period, visit our website and click the "View billing details" link on the "Your Account" page. We may authorize your Payment Method through various methods, including authorizing it up to approximately one month of service as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization during your free trial period.
- iii. You will not receive a notice from us that your free trial period has ended or that the paying portion of your membership has begun. **CLICK THE "YOUR ACCOUNT" LINK AT THE TOP OF ANY NETFLIX WEB PAGE (www.netflix.com) TO FIND CANCELLATION INSTRUCTIONS.** We will continue to bill your Payment Method on a monthly basis for your membership fee until you cancel.

c. Billing

- i. **Recurring Billing.** By starting your Netflix membership and providing or designating a Payment Method, you authorize us to charge you a monthly membership fee at the then current rate, and any other charges you may incur in connection with your use of the Netflix service to your Payment Method. You acknowledge that the amount billed each month may vary from month to month for reasons that may include differing amounts due to promotional offers, including gift card redemption and promotional code redemption, and/or changing or adding a plan, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges.

- ii. **Price Changes.** We reserve the right to adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes to your service will take effect following email notice to you. For members based in Brazil, the membership fees may be adjusted automatically annually, or more frequently as permitted by law, in accordance with the inflation index as established by General Price Index Market published by Fundação Getúlio Vargas ("IGP-M"), or such other index that may be applicable to the Netflix service.
- iii. **Billing Cycle.** The membership fee for our service will be billed at the beginning of the paying portion of your membership and each month thereafter unless and until you cancel your membership. We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your paying membership. Membership fees are fully earned upon payment. We reserve the right to change the timing of our billing, in particular, as indicated below, if your Payment Method has not successfully settled. In the event your paying membership began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your Netflix membership or became a paying member on January 31st, your next payment date is likely to be February 28th, and your Payment Method would be billed on that date. Your renewal date may change due to changes in your Membership. Visit our website and click on the "View billing details" link on the "Your Account" page to see the commencement date for your next renewal period. We may authorize your Payment Method in anticipation of membership or service-related charges. As used in these Terms of Use, "billing" shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method. Unless otherwise stated differently, month or monthly refers to your billing cycle.
- iv. **No Refunds.** PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.
- v. **Payment Methods.** You may edit your Payment Method information by visiting our website and clicking on the "Your Account" link, available at the top of the pages of the Netflix website. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you

remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details.

- vi. **Cancellation.** You may cancel your Netflix membership at any time, and you will continue to have access to the Netflix service through the end of your monthly billing period. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH MEMBERSHIP PERIODS OR UNWATCHED MOVIES OR TV SHOWS. To cancel, go to the "Your Account" page on our website and follow the instructions for cancellation. If you cancel your membership, your account will automatically close at the end of your current billing period. To see when your account will close, click "View billing details" on the "Your Account" page. If you signed up for Netflix using your account with a third party as a Payment Method, and wish to cancel your Netflix membership at any time, including during your free trial, you may need to do so through such third party, including by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from, the Netflix service through that third party. You may also find billing information about your Netflix membership by visiting your account with the applicable third party.

6. Netflix Service

- a. You must be 18 years of age, or the age of majority in your province, territory or country, to become a member of the Netflix service. Individuals under the age of 18, or applicable age of majority, may utilize the service only with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms of Use.
- b. The Netflix service, and any content viewed through our service, are for your personal and non-commercial use only. During your Netflix membership, we grant you a limited, non-exclusive, non-transferable, license to access the Netflix service and view movies and TV shows through the service on a streaming-only basis for that purpose. Except for the foregoing limited license, no right, title or interest shall be transferred to you. You agree not to use the service for public performances.
- c. You may view a movie or TV show through the Netflix service primarily within the country in which you have established your account and only in geographic locations where we offer our service and have licensed such movie or TV show. The content that may be available to watch will vary by geographic location. Netflix will use technologies to verify your geographic location. THE NUMBER OF DEVICES ON WHICH YOU MAY SIMULTANEOUSLY WATCH IS LIMITED. Go to the change plan information in the "Your Account" page to see the number of devices on which you may simultaneously watch. The number of devices available for use and the simultaneous streams may change from time to time at our discretion.

- d. We continually update the Netflix service, including the content library. In addition, we continually test various aspects of our service, including our website, user interfaces, service levels, plans, promotional features, availability of movies and TV shows, delivery and pricing. We reserve the right to, and by using our service you agree that we may, include you in or exclude you from these tests without notice. We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we offer and operate our service.
- e. You agree to use the Netflix service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein. You agree not to archive, download (other than through caching necessary for personal use), reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms of Use) content and information contained on or obtained from or through the Netflix service without express written permission from Netflix and its licensors. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Netflix service; use any robot, spider, scraper or other automated means to access the Netflix service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Netflix service; insert any code or product or manipulate the content of the Netflix service in any way; or, use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Netflix service, including any software viruses or any other computer code, files or programs.
- f. The availability of movies & TV shows to watch will change from time to time, and from country to country. The quality of the display of the streaming movies & TV shows may vary from computer to computer, and device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. HD and Ultra HD availability is subject to your Internet service and device capabilities. Not all content is available in HD or Ultra HD and not all plans allow you to receive HD or Ultra HD content. A download speed of at least 5.0 Mbps per stream is recommended to receive HD content, which is defined as 720p or better. A download speed of at least 25.0 Mbps per stream is recommended to receive Ultra HD content, which is defined as resolution greater than 1080p. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. Netflix makes no representations or warranties about the quality of your watching experience on your display. The time it takes to begin watching a movie or TV show will vary based on a number of factors, including your location, available bandwidth at the time, the movie or TV show you have selected and the configuration of your Netflix ready device.

- g. Netflix streaming software is developed by, or for, Netflix and is designed to enable streaming of content from Netflix through Netflix ready devices. This software may vary by device and medium, and functionalities may also differ between devices. BY USING OUR SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE END USER LICENSE AGREEMENT (www.netflix.com/EULA) AND TO RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE NETFLIX AND RELATED THIRD-PARTY SOFTWARE. IF YOU DO NOT ACCEPT THE FOREGOING TERMS, DO NOT USE OUR SERVICE. WE DO NOT TAKE RESPONSIBILITY OR OTHERWISE WARRANT THE PERFORMANCE OF THESE DEVICES, INCLUDING THE CONTINUING COMPATIBILITY OF THE DEVICE WITH OUR SERVICE. By using our service, you agree to look solely to the entity that manufactured and/or sold you the device for any issues related to the device and its compatibility with the Netflix service. If your Netflix ready device is sold, lost or stolen, please deactivate the Netflix ready device. If you fail to log out or deactivate your device, subsequent users may access the Netflix service through your account and may be able to access certain of your account information. To deactivate a device, follow instructions on the "Your Account" page of our website (www.netflix.com/YourAccount).
- h. We may terminate or restrict your use of our service, without compensation or notice if you are, or if we suspect that you are (i) in violation of any of these Terms of Use or (ii) engaged in illegal or improper use of the service.
- i. Members may limit the maturity level of movies & TV shows viewable by other household members (e.g. available for their children) with our Parental Control feature (help.netflix.com/article/en/node/264), which is also accessible from the "Your Account" page on the Netflix website.

7. Passwords & Account Access

- a. The member who created the Netflix account and whose Payment Method is charged is referred to here as the Account Owner. The Account Owner has access and control over the Netflix account. The Account Owner's control is exercised through use of the Account Owner's password and therefore to maintain exclusive control, the Account Owner should not reveal the password to anyone. In addition, if the Account Owner wishes to prohibit others from contacting Netflix Customer Service and potentially altering the Account Owner's control, the Account Owner should not reveal the Payment Method details (e.g., last four digits of their credit or debit card, or their email address if they use PayPal) associated with their account. You are responsible for updating and maintaining the truth and accuracy of the information you provide to us relating to your account.
- b. In order to provide you with ease of access to your account and to help administer the Netflix service, Netflix implements technology that enables us to recognize you as the Account Owner and provide you with direct access to your account without requiring you to retype any password or other user identification when you revisit the Netflix service, which includes accessing via Netflix ready devices or website.

- c. You should be mindful of any communication requesting that you submit credit card or other account information. Providing your information in response to these types of communications can result in identity theft. Always access your sensitive account information by going directly to the Netflix website and not through a hyperlink in an email or any other electronic communication, even if it looks official. Netflix reserves the right to place any account on hold anytime with or without notification to the member in order to protect itself and its partners from what it believes to be fraudulent activity. Netflix is not obligated to credit or discount a membership for holds placed on the account by either a representative of Netflix or by the automated processes of Netflix.

8. **Disclaimers of Warranties and Limitations on Liability**

- a. THE NETFLIX SERVICE AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE NETFLIX SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. NETFLIX DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE NETFLIX SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. NETFLIX SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF APPLICATIONS, NETFLIX READY DEVICES, AND NETFLIX SOFTWARE (INCLUDING THEIR CONTINUING COMPATIBILITY WITH OUR SERVICE).
- b. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL NETFLIX, OR ITS SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER.
- c. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.
- d. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

9. **Gifts & Promotions.** In certain jurisdictions, gift cards for the Netflix service may be available for purchase at third-party retail outlets and websites, which can be redeemed on our website at www.netflix.com/gift. The purchase and redemption of gift cards are subject to the gift terms (www.netflix.com/GiftTerms). From time to time, other types of promotional codes may be available, including those provided as part of a third party promotion. Promotional codes may be redeemed as described in the specifics of the

promotion. Gift cards and promotional codes can only be used once, cannot be redeemed for cash, and may be combined with other offers, including a free trial, subject to certain restrictions as determined by Netflix in its sole discretion. If you received a promotional code through an offer by a third party, additional conditions may apply.

10. Intellectual Property

- a. **Copyright.** The Netflix service, including all content provided on the Netflix service, is protected by copyright, trade secret or other intellectual property laws and treaties.
- b. **Trademarks.** Netflix is a registered trademark of Netflix, Inc.
- c. **Patents.** Netflix has patents that apply to our service. For information on Netflix patents visit www.netflix.com/patents.
- d. **Claims of Copyright Infringement.** Claims of Copyright Infringement. If you believe your work has been reproduced or distributed in a way that constitutes copyright infringement or are aware of any infringing material available through the Netflix service, please notify us by completing the Copyright Infringement Claims form (www.netflix.com/copyrights).

11. Governing Law

- a. If you are a resident of Brazil, these Terms of Use shall be governed by and construed in accordance with the laws of Brazil.
- b. For all other Netflix members, these Terms of Use shall be governed by and construed in accordance with the laws of the state of Delaware, U.S.A. without regard to conflict of laws provisions.
- c. You may also be entitled to certain consumer protection rights under the laws of your local jurisdiction.

12. **Applications.** You may encounter third-party applications (including, without limitation, websites, widgets, software, or other software utilities) ("Application(s)") that interact with the Netflix service. These Applications may import data related to your Netflix account and activity and otherwise gather data from you. These Applications are provided solely as a convenience to you, and Netflix is not responsible for such Applications. SUCH APPLICATIONS ARE OWNED OR OPERATED BY THIRD PARTIES THAT ARE NOT RELATED TO WITH OR SPONSORED BY NETFLIX AND MAY NOT BE AUTHORIZED FOR USE WITH OUR SERVICE IN ALL COUNTRIES. USE OF AN APPLICATION IS AT YOUR OWN OPTION AND RISK.

13. **Use of Information Submitted.** Netflix is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to

questionnaires or through postings to the Netflix service, including the Netflix website and user interfaces, worldwide and in perpetuity without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Netflix service. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law. Please note Netflix does not accept unsolicited materials or ideas for movies or TV shows, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to Netflix. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against Netflix and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the material or idea you sent.

14. **Customer Support.** To find more information about our service and its features, or if you need assistance with your account, please visit Netflix Help Center (www.netflix.com/help). In certain instances, Customer Service may best be able to assist you by using a remote access support tool through which we have full access to your computer. If you do not want us to have this access, you should not consent to support through the remote access tool, and we will assist you through other means. In the event of any conflict between these Terms of Use and information provided by Customer Support or other portions of our website, these Terms of Use will control.
15. **Arbitration Agreement**
 - a. If you are a Netflix member in the United States (including its possessions and territories), you and Netflix agree that any dispute, claim or controversy arising out of or relating in any way to the Netflix service, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Netflix are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your Netflix membership.
 - b. If you elect to seek arbitration or file a small claim court action, you must first send to Netflix, by certified mail, a written Notice of your claim ("Notice"). The Notice to Netflix must be addressed to: General Counsel, Netflix, Inc., 100 Winchester Circle, Los Gatos, CA 95032-1815 ("Notice Address"). If Netflix initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by Netflix, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Netflix

and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Netflix may commence an arbitration proceeding or file a claim in small claims court.

- c. You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If you are required to pay a filing fee, after Netflix receives notice at the Notice Address that you have commenced arbitration, Netflix will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event you will be responsible for filing fees.
- d. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless Netflix and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence.
- e. If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Netflix's last written settlement offer made before an arbitrator was selected (or if Netflix did not make a settlement offer before an arbitrator was selected), then Netflix will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.
- f. YOU AND NETFLIX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Netflix agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

16. **DVD Plans in the United States.** If you are a Netflix member in the United States on a DVD plan, the DVD Terms and Conditions (www.netflix.com/dvdterms) also apply to your use of the Netflix service.
17. **Survival.** If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

Last updated: September 15, 2014

Netflix Terms of Use

Overview:

Welcome to Netflix! We are a subscription service that provides our members with access to motion pictures, television and other audio-visual entertainment ("movies & TV shows") streamed over the Internet to certain Internet-connected TV's, computers and other devices ("Netflix ready devices").

These Terms of Use govern your use of our service. As used in these Terms of Use, "Netflix service," "our service" or "the service" means the service provided by Netflix for discovering and watching movies & TV shows, including all features and functionalities, website, and user interfaces, as well as all content and software associated with our service.

If you are a resident of the United States (including its possessions and territories), you agree to the Arbitration Agreement and class action waiver described in Section 15 to resolve any disputes with Netflix (except for matters that may be taken to small claims court).

Please note that these Terms of Use include hyperlinks that may be accessed only through our website, so if you are reviewing these Terms of Use through certain Netflix ready devices, you may need to visit www.netflix.com/TermsOfUse to review these hyperlinked terms.

1. Acceptance of Terms of Use

- a. These Terms of Use, which include our Privacy Policy (www.netflix.com/PrivacyPolicy), End User License Agreement (www.netflix.com/EULA) ("EULA"), About Cookies and Internet Advertising (<https://www.netflix.com/privacy#cookies>), and, to the extent you use the social features, our Social Terms (www.netflix.com/SocialTerms), govern your use of the Netflix service. By using, visiting, or browsing the Netflix service, you accept and agree to these Terms of Use. If you do not agree to these Terms of Use, do not use the Netflix service.
- b. The Netflix service is provided by Netflix, Inc., or one of its affiliated companies. The Netflix company that is providing the service to you (referred to as "Netflix" in these Terms of Use) and with whom you are entering into this agreement, depends on the country from which you sign up for the Netflix service. Visit <https://help.netflix.com/support/2101> to see which entity is providing the Netflix service to you. Check back as the service provider may change from time to time.

2. **Changes to Terms of Use.** Netflix may, from time to time, change these Terms of Use, including the Privacy Policy, EULA and Social Terms. Such revisions shall be effective immediately; provided however, for existing members, such revisions shall, unless otherwise stated, be effective 30 days after posting. We will endeavor to post prior versions of the Terms of Use, if any, for the preceding 12-month period. You can see these prior versions by visiting our website (www.netflix.com/priorterms).

3. **Privacy.** Personally identifying information is subject to our Privacy Policy

(www.netflix.com/PrivacyPolicy), the terms of which are incorporated herein. Please review our Privacy Policy to understand our practices.

4. **Communication Preferences.** By using the Netflix service, you consent to receiving electronic communications from Netflix relating to your account. These communications may involve sending emails to your email address provided during registration, or posting communications on the Netflix service, or in the "Your Account" page and will include notices about your account (e.g., payment authorizations, change in password or Payment Method, confirmation e-mails and other transactional information) and are part of your relationship with Netflix. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy. You also consent to receiving certain other communications from us, such as newsletters about new Netflix features and content, special offers, promotional announcements and customer surveys via email or other methods. If you no longer want to receive certain non-transactional communications, simply go to the "Email preferences" link on the "Your Account" page of our website (www.netflix.com/YourAccount) to manage your Netflix communications. Please review our Privacy Policy (www.netflix.com/PrivacyPolicy) for further detail on our marketing communications.

5. Membership, Free Trials, Billing and Cancellation

a. Membership

- i. **Ongoing Membership.** Your Netflix membership, which may start with a free trial, will continue month-to-month unless and until you cancel your membership or we terminate it. You must have Internet access and provide us with a current, valid, accepted method of payment (as such may be updated from time to time, "Payment Method") to use the Netflix service. We will bill the monthly membership fee to your Payment Method. You must cancel your membership before it renews each month in order to avoid billing of the next month's membership fees to your Payment Method.
- ii. **Differing Memberships.** We may offer a number of membership plans, including special promotional plans or memberships with differing conditions and limitations. Any materially different terms from those described in these Terms of Use will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your membership with Netflix by visiting our website and clicking on the "Your Account" link. Some promotional memberships are offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered membership plans.

b. Free Trials

- i. Your Netflix membership may start with a free trial. The free trial period of your membership lasts for one month, or as otherwise specified during sign-up. For combinations with other offers, restrictions may

apply. Free trials are for new and certain former members only. Netflix reserves the right, in its absolute discretion, to determine your free trial eligibility.

- ii. We will begin billing your Payment Method for monthly membership fees at the end of the free trial period of your membership unless you cancel prior to the end of the free trial period. To view the specific details of your membership, including monthly membership price and end date of your free trial period, visit our website and click the "View billing details" link on the "Your Account" page. We may authorize your Payment Method through various methods, including authorizing it up to approximately one month of service as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization during your free trial period.
- iii. You will not receive a notice from us that your free trial period has ended or that the paying portion of your membership has begun. CLICK THE "YOUR ACCOUNT" LINK AT THE TOP OF ANY NETFLIX WEB PAGE (www.netflix.com) TO FIND CANCELLATION INSTRUCTIONS. We will continue to bill your Payment Method on a monthly basis for your membership fee until you cancel.

c. Billing

- i. **Recurring Billing.** By starting your Netflix membership and providing or designating a Payment Method, you authorize us to charge you a monthly membership fee at the then current rate, and any other charges you may incur in connection with your use of the Netflix service to your Payment Method. You acknowledge that the amount billed each month may vary from month to month for reasons that may include differing amounts due to promotional offers, including gift card redemption and promotional code redemption, and/or changing or adding a plan, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges.
- ii. **Price Changes.** We reserve the right to adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes to your service will take effect following email notice to you. For members based in Brazil, the membership fees may be adjusted automatically annually, or more frequently as permitted by law, in accordance with the inflation index as established by General Price Index Market published by Fundação Getúlio Vargas ("IGP-M"), or such other index that may be applicable to the Netflix service.
- iii. **Billing Cycle.** The membership fee for our service will be billed at the beginning of the paying portion of your membership and each month thereafter unless and until you cancel your membership. We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your paying membership. Membership fees are fully earned upon payment. We reserve the right

to change the timing of our billing, in particular, as indicated below, if your Payment Method has not successfully settled. In the event your paying membership began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your Netflix membership or became a paying member on January 31st, your next payment date is likely to be February 28th, and your Payment Method would be billed on that date. Your renewal date may change due to changes in your Membership. Visit our website and click on the "View billing details" link on the "Your Account" page to see the commencement date for your next renewal period. We may authorize your Payment Method in anticipation of membership or service-related charges. As used in these Terms of Use, "billing" shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method. Unless otherwise stated differently, month or monthly refers to your billing cycle.

- iv. **No Refunds.** PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.
- v. **Payment Methods.** You may edit your Payment Method information by visiting our website and clicking on the "Your Account" link, available at the top of the pages of the Netflix website. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details.
- vi. **Cancellation.** You may cancel your Netflix membership at any time, and you will continue to have access to the Netflix service through the end of your monthly billing period. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH MEMBERSHIP PERIODS OR UNWATCHED MOVIES OR TV SHOWS. To cancel, go to the "Your Account" page on our website and follow the instructions for cancellation. If you cancel your membership, your account will automatically close at the end of your current billing period. To see when your account will close, click "View billing details" on the "Your

Account" page. If you signed up for Netflix using your account with a third party as a Payment Method, and wish to cancel your Netflix membership at any time, including during your free trial, you may need to do so through such third party, including by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from, the Netflix service through that third party. You may also find billing information about your Netflix membership by visiting your account with the applicable third party.

6. Netflix Service

- a. You must be 18 years of age, or the age of majority in your province, territory or country, to become a member of the Netflix service. Individuals under the age of 18, or applicable age of majority, may utilize the service only with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms of Use.
- b. The Netflix service, and any content viewed through our service, are for your personal and non-commercial use only. During your Netflix membership, we grant you a limited, non-exclusive, non-transferable, license to access the Netflix service and view movies and TV shows through the service on a streaming-only basis for that purpose. Except for the foregoing limited license, no right, title or interest shall be transferred to you. You agree not to use the service for public performances.
- c. You may view a movie or TV show through the Netflix service primarily within the country in which you have established your account and only in geographic locations where we offer our service and have licensed such movie or TV show. The content that may be available to watch will vary by geographic location. Netflix will use technologies to verify your geographic location. THE NUMBER OF DEVICES ON WHICH YOU MAY SIMULTANEOUSLY WATCH IS LIMITED. Go to the change plan information in the "Your Account" page to see the number of devices on which you may simultaneously watch. The number of devices available for use and the simultaneous streams may change from time to time at our discretion.
- d. We continually update the Netflix service, including the content library. In addition, we continually test various aspects of our service, including our website, user interfaces, service levels, plans, promotional features, availability of movies and TV shows, delivery and pricing. We reserve the right to, and by using our service you agree that we may, include you in or exclude you from these tests without notice. We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we offer and operate our service.
- e. You agree to use the Netflix service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein. You agree not to archive, download (other than through caching necessary for personal use), reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms of Use) content and information contained on or

obtained from or through the Netflix service without express written permission from Netflix and its licensors. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Netflix service; use any robot, spider, scraper or other automated means to access the Netflix service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Netflix service; insert any code or product or manipulate the content of the Netflix service in any way; or, use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Netflix service, including any software viruses or any other computer code, files or programs.

- f. The availability of movies & TV shows to watch will change from time to time, and from country to country. The quality of the display of the streaming movies & TV shows may vary from computer to computer, and device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. HD and Ultra HD availability is subject to your Internet service and device capabilities. Not all content is available in HD or Ultra HD and not all plans allow you to receive HD or Ultra HD content. A download speed of at least 5.0 Mbps per stream is recommended to receive HD content, which is defined as 720p or better. A download speed of at least 25.0 Mbps per stream is recommended to receive Ultra HD content, which is defined as resolution greater than 1080p. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. Netflix makes no representations or warranties about the quality of your watching experience on your display. The time it takes to begin watching a movie or TV show will vary based on a number of factors, including your location, available bandwidth at the time, the movie or TV show you have selected and the configuration of your Netflix ready device.
- g. Netflix streaming software is developed by, or for, Netflix and is designed to enable streaming of content from Netflix through Netflix ready devices. This software may vary by device and medium, and functionalities may also differ between devices. BY USING OUR SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE END USER LICENSE AGREEMENT (www.netflix.com/EULA) AND TO RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE NETFLIX AND RELATED THIRD-PARTY SOFTWARE. IF YOU DO NOT ACCEPT THE FOREGOING TERMS, DO NOT USE OUR SERVICE. WE DO NOT TAKE RESPONSIBILITY OR OTHERWISE WARRANT THE PERFORMANCE OF THESE DEVICES, INCLUDING THE CONTINUING COMPATIBILITY OF THE DEVICE WITH OUR SERVICE. By using our service, you agree to look solely to the entity that manufactured and/or sold you the device for any issues related to the device and its compatibility with the Netflix service. If your Netflix ready device is sold, lost or stolen, please deactivate the Netflix ready device. If you fail to log out or

deactivate your device, subsequent users may access the Netflix service through your account and may be able to access certain of your account information. To deactivate a device, follow instructions on the "Your Account" page of our website (www.netflix.com/YourAccount).

- h. We may terminate or restrict your use of our service, without compensation or notice if you are, or if we suspect that you are (i) in violation of any of these Terms of Use or (ii) engaged in illegal or improper use of the service.
- i. Members may limit the maturity level of movies & TV shows viewable by other household members (e.g. available for their children) with our Parental Control feature (<https://help.netflix.com/support/264>), which is also accessible from the "Your Account" page on the Netflix website.

7. Passwords & Account Access

- a. The member who created the Netflix account and whose Payment Method is charged is referred to here as the Account Owner. The Account Owner has access and control over the Netflix account. The Account Owner's control is exercised through use of the Account Owner's password and therefore to maintain exclusive control, the Account Owner should not reveal the password to anyone. In addition, if the Account Owner wishes to prohibit others from contacting Netflix Customer Service and potentially altering the Account Owner's control, the Account Owner should not reveal the Payment Method details (e.g., last four digits of their credit or debit card, or their email address if they use PayPal) associated with their account. You are responsible for updating and maintaining the truth and accuracy of the information you provide to us relating to your account.
- b. In order to provide you with ease of access to your account and to help administer the Netflix service, Netflix implements technology that enables us to recognize you as the Account Owner and provide you with direct access to your account without requiring you to retype any password or other user identification when you revisit the Netflix service, which includes accessing via Netflix ready devices or website.
- c. You should be mindful of any communication requesting that you submit credit card or other account information. Providing your information in response to these types of communications can result in identity theft. Always access your sensitive account information by going directly to the Netflix website and not through a hyperlink in an email or any other electronic communication, even if it looks official. Netflix reserves the right to place any account on hold anytime with or without notification to the member in order to protect itself and its partners from what it believes to be fraudulent activity. Netflix is not obligated to credit or discount a membership for holds placed on the account by either a representative of Netflix or by the automated processes of Netflix.

8. Disclaimers of Warranties and Limitations on Liability

- a. THE NETFLIX SERVICE AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE NETFLIX SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. NETFLIX DOES NOT GUARANTEE,

REPRESENT, OR WARRANT THAT YOUR USE OF THE NETFLIX SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. NETFLIX SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF APPLICATIONS, NETFLIX READY DEVICES, AND NETFLIX SOFTWARE (INCLUDING THEIR CONTINUING COMPATIBILITY WITH OUR SERVICE).

- b. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL NETFLIX, OR ITS SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER.
- c. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.
- d. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

9. **Gifts & Promotions.** In certain jurisdictions, gift cards for the Netflix service may be available for purchase at third-party retail outlets and websites, which can be redeemed on our website at www.netflix.com/redeem. The purchase and redemption of gift cards are subject to the gift terms (www.netflix.com/cardterms). From time to time, other types of promotional codes may be available, including those provided as part of a third party promotion. Promotional codes may be redeemed as described in the specifics of the promotion. Gift cards and promotional codes can only be used once, cannot be redeemed for cash, and may be combined with other offers, including a free trial, subject to certain restrictions as determined by Netflix in its sole discretion. If you received a promotional code through an offer by a third party, additional conditions may apply.

10. Intellectual Property

- a. **Copyright.** The Netflix service, including all content provided on the Netflix service, is protected by copyright, trade secret or other intellectual property laws and treaties.
- b. **Trademarks.** Netflix is a registered trademark of Netflix, Inc.
- c. **Patents.** Netflix has patents that apply to our service. For information on Netflix patents visit www.netflix.com/patents.
- d. **Claims of Copyright Infringement.** Claims of Copyright Infringement. If you believe your work has been reproduced or distributed in a way that constitutes copyright infringement or are aware of any infringing material available through the Netflix service, please notify us by completing the Copyright Infringement Claims form (www.netflix.com/copyrights).

11. Governing Law

- a. If you are a resident of Brazil, these Terms of Use shall be governed by and construed in accordance with the laws of Brazil.

- b. For all other Netflix members, these Terms of Use shall be governed by and construed in accordance with the laws of the state of Delaware, U.S.A. without regard to conflict of laws provisions.
- c. You may also be entitled to certain consumer protection rights under the laws of your local jurisdiction.

12. **Applications.** You may encounter third-party applications (including, without limitation, websites, widgets, software, or other software utilities) ("Application(s)") that interact with the Netflix service. These Applications may import data related to your Netflix account and activity and otherwise gather data from you. These Applications are provided solely as a convenience to you, and Netflix is not responsible for such Applications. SUCH APPLICATIONS ARE OWNED OR OPERATED BY THIRD PARTIES THAT ARE NOT RELATED TO WITH OR SPONSORED BY NETFLIX AND MAY NOT BE AUTHORIZED FOR USE WITH OUR SERVICE IN ALL COUNTRIES. USE OF AN APPLICATION IS AT YOUR OWN OPTION AND RISK.

13. **Use of Information Submitted.** Netflix is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to questionnaires or through postings to the Netflix service, including the Netflix website and user interfaces, worldwide and in perpetuity without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Netflix service. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law. Please note Netflix does not accept unsolicited materials or ideas for movies or TV shows, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to Netflix. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against Netflix and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the material or idea you sent.

14. **Customer Support.** To find more information about our service and its features, or if you need assistance with your account, please visit Netflix Help Center (www.netflix.com/help). In certain instances, Customer Service may best be able to assist you by using a remote access support tool through which we have full access to your computer. If you do not want us to have this access, you should not consent to support through the remote access tool, and we will assist you through other means. In the event of any conflict between these Terms of Use and information provided by Customer Support or other portions of our website, these Terms of Use will control.

15. Arbitration Agreement

- a. If you are a Netflix member in the United States (including its possessions and territories), you and Netflix agree that any dispute, claim or controversy arising out of or relating in any way to the Netflix service, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can

award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Netflix are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your Netflix membership.

- b. If you elect to seek arbitration or file a small claim court action, you must first send to Netflix, by certified mail, a written Notice of your claim ("Notice"). The Notice to Netflix must be addressed to: General Counsel, Netflix, Inc., 100 Winchester Circle, Los Gatos, CA 95032-1815 ("Notice Address"). If Netflix initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by Netflix, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Netflix and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Netflix may commence an arbitration proceeding or file a claim in small claims court.
- c. You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If you are required to pay a filing fee, after Netflix receives notice at the Notice Address that you have commenced arbitration, Netflix will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event you will be responsible for filing fees.
- d. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless Netflix and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence.
- e. If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Netflix's last written settlement offer made before an arbitrator was selected (or if Netflix did not make a settlement offer before an arbitrator was selected), then Netflix will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.
- f. YOU AND NETFLIX AGREE THAT EACH MAY BRING CLAIMS AGAINST

THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Netflix agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

16. **DVD Plans in the United States.** If you are a Netflix member in the United States on a DVD plan, the DVD Terms and Conditions (www.netflix.com/dvdterms) also apply to your use of the Netflix service.
17. **Survival.** If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

Last updated: September 15, 2014



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: DEAN PAUL WALDEMER	Case Number: 21SL-CC04272
Plaintiff/Petitioner: SHEILA THOMPSON ET AL	Plaintiff's/Petitioner's Attorney/Address EARL ROBERT SCHULTZ III 640 CEPI DRIVE SUITE A CHESTERFIELD, MO 63005
Defendant/Respondent: NETFLIX, INC.	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105
Nature of Suit: CC Other Tort	

**SHERIFF FEE
PAID**

(Date File Stamp)

Summons in Civil Case

The State of Missouri to: NETFLIX, INC.

Alias:

C/O CT CORPORATION SYSTEM, REG AGT
120 SOUTH CENTRAL AVE.
CLAYTON, MO 63105

COURT SEAL OF



ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739, email at SLCADA@courts.mo.gov, or through Relay Missouri by dialing 711 or 800-735-2966, at least three business days in advance of the court proceeding.

13-SEP-2021

Date

Further Information:

AD

Jean P. Dineen
Clerk

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
- ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____ a person of the Defendant's/Respondent's family over the age of 15 years who permanently resides with the Defendant/Respondent.
- ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
- ☐ other _____.

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on _____ (date).

My commission expires: _____

Date

Notary Public

Sheriff's Fees, if applicable

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00 _____

Mileage \$ _____ (_____ miles @ \$._____ per mile)

Total \$ _____

A copy of the summons and a copy of the petition must be served on **each** Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

Purpose of Notice

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

Your Rights and Obligations in Court Are Not Affected By This Notice

You may decide to use an alternative dispute resolution procedure if the other parties to your case agree to do so. In some circumstances, a judge of this court may refer your case to an alternative dispute resolution procedure described below. These procedures are not a substitute for the services of a lawyer and consultation with a lawyer is recommended. Because you are a party to a lawsuit, you have obligations and deadlines which must be followed whether you use an alternative dispute resolution procedure or not. **IF YOU HAVE BEEN SERVED WITH A PETITION, YOU MUST FILE A RESPONSE ON TIME TO AVOID THE RISK OF DEFAULT JUDGMENT, WHETHER OR NOT YOU CHOOSE TO PURSUE AN ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.**

Alternative Dispute Resolution Procedures

There are several procedures designed to help parties settle lawsuits. Most of these procedures involve the services of a neutral third party, often referred to as the “neutral,” who is trained in dispute resolution and is not partial to any party. The services are provided by individuals and organizations who may charge a fee for this help. Some of the recognized alternative dispute resolutions procedures are:

(1) Advisory Arbitration: A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator’s decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the parties. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.

(2) Mediation: A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

CCADM73

(3) Early Neutral Evaluation (“ENE”): A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.

(4) Mini-Trial: A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.

(5) Summary Jury Trial: A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the “trial”, the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

Selecting an Alternative Dispute Resolution Procedure and a Neutral

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 105 South Central Ave., 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.

CCADM73

County Satellite Court Now Open in St. Ann

Hours: Mon-Fri 8:30 a.m. to 5:00 p.m. FREE PARKING

For the convenience of North County residents, a satellite branch of the St. Louis County Circuit Court is now open at the St. Louis County Government Center Northwest at the 715 Northwest Plaza Drive in St. Ann.

Attending Court Hearings Remotely using E-Courts

If you are scheduled to appear in court, you can access the courtroom remotely using the public computer stations (E-courts) in St. Ann and Clayton. These are available for use when courtroom access is restricted due to the pandemic.

Please note: Hearings for juvenile and paternity cases are confidential, and can only be accessed from the Clayton E-court at this time.

Be sure to bring your paperwork with you; you will need your case number, as well as the date, time and number of the Division where you are scheduled to appear.

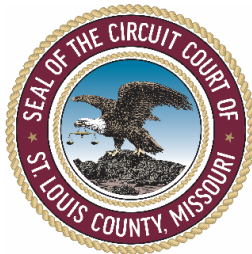
Filing Pleadings/New Petitions

If you are representing yourself, you may file your paperwork at the St. Ann satellite court, in addition to the Clayton courthouse, using the secure drop box located inside the Court reception area.

Filing Orders of Protection

Starting March 1, you may file for an Order of Protection at the Adult Abuse office in the St. Ann satellite court, in addition to the Clayton courthouse. Clerks will be available on-site to help you fill out and file the necessary paperwork.

For more information call: 314-615-8029





IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: DEAN PAUL WALDEMER	Case Number: 21SL-CC04272
Plaintiff/Petitioner: SHEILA THOMPSON ET AL	Plaintiff's/Petitioner's Attorney/Address EARL ROBERT SCHULTZ III 640 CEPI DRIVE SUITE A CHESTERFIELD, MO 63005
Defendant/Respondent: NETFLIX, INC.	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105
Nature of Suit: CC Other Tort	

S/B
10.13

**SHERIFF FEE
PAID**

(Date File Stamp)

Summons in Civil Case

The State of Missouri to: NETFLIX, INC.

Alias:

C/O CT CORPORATION SYSTEM, REG AGT
120 SOUTH CENTRAL AVE.
CLAYTON, MO 63105

30
CICOR
mm

COURT SEAL OF



ST. LOUIS COUNTY

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13-SEP-2021

Date

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AD

Joan M. Gilmer
Clerk

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- ☒ permanently resides with the Defendant/Respondent.
- ☒ (for service on a corporation) delivering a copy of the summons and a copy of the petition to

LCW - B. LOVE

(name)

INTAKE SPECIALIST

(title)

☐ other

Served at

CT CORPORATION

in St. Louis County (County/City of St. Louis), MO, on SEP 20 2021 (date) at 9 AM (time).

Printed Name of Sheriff or Server

(Seal)

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on

My commission expires:

Date

SEP 21 2021

Notary Public

JOAN M. GILMER